

09/17/2026

By: C. Allen Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

FRED HUNTER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

COULSON AVIATION (USA), INC., an
Oregon corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **26CV022341**

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 226;**

**(4) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(5) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(6) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Fred Hunter (“Plaintiff”) hereby submits their Class Action and Representative
2 Action Complaint for Damages, Penalties, and Injunctive Relief against Defendants Coulson
3 Aviation (USA), Inc., and DOES 1 through 50, inclusive (collectively, “Defendants”), on
4 behalf of themselves and the Class of other similarly situated current and former employees of
5 Defendants for rest break wages, minimum and overtime wages, and penalties as follows:

6 **INTRODUCTION**

7 1. This class and representative action is brought pursuant to Labor Code sections
8 201 to 204, 226, 226.7, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of
9 2004 (“PAGA”)), the applicable Wage Order of the Industrial Welfare Commission (“IWC”)
10 (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and Business and
11 Professions Code section 17200 *et seq.* (Unfair Competition Law (“UCL”)).

12 2. This Complaint challenges Defendants’ systemic illegal employment practices
13 resulting in violations of the stated provisions of the Labor Code and Business and Professions
14 Code against the identified class of employees.

15 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
16 severally acted intentionally and with deliberate indifference and conscious disregard to the
17 rights of all employees in (1) failing to provide rest breaks; (2) failing to pay all minimum and
18 overtime wages; (3) failing to provide accurate wage statements; (4) failing to pay all wages
19 due and owing upon termination of employment; (5) failing to provide requisite notices upon
20 hire; and (6) engaging in unfair or unlawful business practices.

21 **JURISDICTION AND VENUE**

22 4. This class action is brought pursuant to California Code of Civil Procedure
23 section 382. The representative action is brought pursuant to PAGA. The monetary damages
24 sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be
25 established according to proof at trial. The damages sought by Plaintiff individually are less
26 than \$75,000.00.

27 5. This Court has jurisdiction over this action pursuant to California Constitution,
28 Article VI, Section 10, which grants the Superior Court original jurisdiction in all 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.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 510, 512, 1194, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants as a nonexempt, hourly-paid employee within the statutory time period, and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant Coulson Aviation (USA), Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of Sacramento.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-

1 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
2 the course and scope of their authority as such agents, partners, joint venturers, representatives,
3 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
4 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
5 authorization and consent of each Defendant designated herein.

6 **13.** As such and based upon all the facts and circumstances incident to Defendants'
7 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
8 510, 512, 1194, PAGA, the applicable IWC Wage Order, and the UCL.

9 **CLASS ACTION ALLEGATIONS**

10 **14. Definition:** Plaintiff seeks class certification pursuant to California Code of
11 Civil Procedure section 382 of a class of all current and former nonexempt employees who
12 worked for Defendants in California during the period from September 17, 2022, to the
13 present, including the following Subclasses:

14 **(a) Rest Break Subclass:** all non-exempt employees of Defendants who
15 worked one or more shifts of three and one-half (3.5) hours or more in
16 California during the period from September 17, 2022, to the present;

17 **As an alternative to Subclass (a):** all non-exempt employees of Defendants
18 who worked one or more shifts of three and one-half (3.5) hours or more
19 in California without receiving all required paid 10-minute breaks during
20 which they were relieved of all duties, during the period September 17,
21 2022, to the present;

22 **(b) Overtime Subclass:** all non-exempt employees of Defendants who
23 worked one or more shifts in excess of eight (8) hours in a day or forty
24 (40) hours in a workweek in California during the period from
25 September 17, 2022, to the present;

26 **As an alternative to Subclass (b):** all non-exempt employees of Defendants
27 who worked one or more shifts in excess of eight (8) hours in a day or
28 forty (40) hours in a workweek in California and were not properly paid

all overtime wages during the period from September 17, 2022, to the present;

(c) **Minimum Wage Subclass** all non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from September 17, 2022, to the present;

(d) **Wage Statement Subclass:** all non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of September 17, 2023, to the present;

(e) **Terminated Employee Subclass:** all non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of September 17, 2023, to the present;

15. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

16. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

17. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide rest breaks; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due and owing upon termination of employment; and (5) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

18. Common Question of Law and Fact: There are predominant common

1 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
2 Class concerning whether Defendants' policies and practices regularly denied Class Members
3 overtime and minimum wages, rest breaks, accurate wage statements, and wages upon
4 termination of employment.

5 **19. Typicality:** The claims of Plaintiff are typical of the claims of all members of
6 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
7 Code sections 201 to 204, 226, 226.7, 510, 512, 1194, the applicable IWC Wage Order, and the
8 UCL. Plaintiff worked at least one shift of 3.5 hours or greater during which they were not
9 authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff worked at least
10 one shift over eight hours during which they were not paid at the correct rate of pay for all
11 hours worked, including overtime hours worked. Plaintiff received wage statements during
12 their employment. Plaintiff's employment terminated during the statutory period and Plaintiff
13 was not timely paid all wages due and owing them upon termination.

14 **20.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
15 nature. These laws and labor standards serve an important public interest in establishing
16 minimum working conditions and standards in California. These laws and labor standards
17 protect the average working employee from exploitation by employers who may seek to take
18 advantage of superior economic and bargaining power in setting onerous terms and conditions
19 of employment.

20 **21.** The nature of this action and the format of laws available to Plaintiff and
21 members of the Class identified herein make the class action format a particularly efficient and
22 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
23 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
24 advantage since it would be able to exploit and overwhelm the limited resources of each
25 individual plaintiff with their vastly superior financial and legal resources. Requiring each
26 Class Member to pursue an individual remedy would also discourage the assertion of lawful
27 claims by employees who would be disinclined to file an action against their former and/or
28 current employer for real and justifiable fear of retaliation and permanent damage to their

careers at subsequent employment.

22. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to the adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

23. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of minimum and overtime wages, rest break premiums, and penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential damages.

24. Proof of a common business practice or factual pattern, which Plaintiff experienced and is representative of, will establish the right of each Class Member to recovery on the causes of action alleged herein.

25. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. This action is brought for the benefit of the entirety of all Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

REGARDING REST BREAK WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND SUBCLASSES (a), (d), and (e))

26. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 as though fully set forth herein.

1 **27.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (d), and
2 (e) had the right to take a 10-minute rest break for every four (4) hours worked or major
3 fraction thereof.

4 **28.** As a pattern and practice, Defendants at times did not actively relieve Plaintiff
5 and the Class and Subclasses (a), (d), and (e) of duty for rest breaks, did not provide a
6 reasonable opportunity to take rest breaks, and did not provide proper compensation for this
7 failure.

8 **29.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
9 (a), (d), and (e) with all legally-mandated rest breaks is a violation of California law.

10 **30.** Defendants willfully failed to pay employees whom they did provide the
11 opportunity to take rest breaks the premium compensation set out in Labor Code section 226.7
12 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses (a), (d), and
13 (e) are owed wages for rest break premiums as set forth above.

14 **31.** Such a pattern, practice and administration of corporate policy as described
15 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
16 Subclasses (a), (d), and (e) identified herein, in a civil action, for the balance of the unpaid
17 premium compensation pursuant to Labor Code section 226.7 and the applicable IWC Wage
18 Order, including interest, attorneys' fees, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

21 **REGARDING OVERTIME AND MINIMUM WAGES**

22 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
23 **SUBCLASSES (b), (c), (d), and (e))**

24 **32.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as
25 though fully set forth herein.

26 **33.** At all times relevant herein, Defendants were required to compensate their non-
27 exempt employees' minimum wages for all hours worked and overtime wages for all hours
28 worked over eight (8) hours in a day or forty (40) hours in a workweek.

1 **34.** As a pattern and practice, Defendants at times failed to compensate their
2 employees for all hours worked, including overtime hours worked, resulting in a failure to pay
3 all minimum wages and, where applicable, overtime wages. Further, Defendants failed to
4 compensate overtime hours worked at the correct rate of pay, instead paying straight time
5 wages for overtime hours.

6 **35.** This resulted in Plaintiff and the Class and Subclasses (b), (c), (d), and (e)
7 receiving total wages in an amount less than minimum wage and, when applicable, deprived
8 Plaintiff and the Class and Subclasses (b), (c), (d), and (e) of overtime wages.

9 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
10 employee compensation as described herein is unlawful and creates an entitlement to recovery
11 by Plaintiff and the Class and Subclasses (b), (c), (d), and (e) in a civil action, for the unpaid
12 balance of the full amount of minimum wages owing, including liquidated damages, interest,
13 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
14 1194.

15 **THIRD CAUSE OF ACTION**

16 **REGARDING RECORD KEEPING**

17 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
18 **THE CLASS AND ALL SUBCLASSES)**

19 **37.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as
20 though fully set forth herein.

21 **38.** At all times relevant herein, Defendants were required to maintain accurate
22 records pursuant to the mandate of Labor Code section 226.

23 **39.** In violation of Labor Code section 226, Defendants failed in their affirmative
24 obligation to keep *accurate* records for their California employees. For example, as a result of
25 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
26 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
27 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
28 Plaintiff received at least one such wage statement during their employment with Defendants.

1 **40.** Such a pattern, practice and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
3 Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties
4 pursuant to Labor Code section 226, including interest thereon, penalties, reasonable attorneys'
5 fees, and costs of suit.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

8 **REGARDING WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
10 **THE CLASS AND ALL SUBCLASSES)**

11 **41.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as
12 though fully set for herein.

13 **42.** At all times relevant herein, Defendants were required to pay their employees
14 all wages owed in a timely fashion at the end of employment pursuant to California Labor
15 Code sections 201 to 204.

16 **43.** As a result of Defendants' alleged Labor Code violations alleged above,
17 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
18 pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties
19 pursuant to Labor Code section 203.

20 **44.** The conduct of Defendants and their agents and employees as described herein
21 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
22 managerial employees of Defendants.

23 **45.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
24 the wages due and owing them upon separation from employment results in a continuation of
25 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
26 Members who have separated from employment are entitled to compensation pursuant to
27 Labor Code section 203.

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
4 **EMPLOYEES)**

5 **46.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as
6 though fully set forth herein.

7 **47.** PAGA expressly establishes that any provision of the California Labor Code
8 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, boards, agencies or employees for a violation of the
10 California Labor Code, may be recovered through a civil action brought by an aggrieved
11 employee on behalf of themself or themselves, and other current or former employees.

12 **48.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
13 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as
14 permitted by PAGA through a representative action pursuant to the PAGA and the California
15 Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not
16 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
17 Procedure section 382.

18 **49.** On July 13, 2026, Plaintiff provided written notice to the LWDA and
19 Defendants of the specific provisions of the Labor Code they contend were violated, and the
20 theories supporting their contentions. To date, they have not received a response.

21 **50.** Plaintiff and the other non-exempt employees are "aggrieved employees" as
22 defined by California Labor Code section 2699(c) in that they are all current or former
23 employees of Defendants, and one or more of the alleged violations was committed against
24 them.

25 **Failure to Provide Rest Breaks**

26 **51.** At all times relevant herein, Defendants were required to provide authorize and
27 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof,
28 pursuant to the mandate of Labor Code sections 226.7, 512, and 558.

1 **52.** During the relevant time period, Defendants failed to provide all required rest
2 breaks to Plaintiff and other aggrieved employees. Specifically, Defendants failed to authorize
3 and permit third rest breaks for shifts of 10 hours or more, failed to inform Plaintiff and other
4 aggrieved employees of the right to take said third rest breaks, failed to provide Plaintiff and
5 other aggrieved employees a reasonable opportunity to take third rest breaks or relieve Plaintiff
6 and other aggrieved employees of duty for third rest breaks, and failed to pay rest break
7 premium wages for missed third rest breaks.

8 **Failure to Pay Overtime and Minimum Wages**

9 **53.** At all times relevant herein, Defendants were required to compensate their non-
10 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
11 applicable, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1197.1.

12 **54.** During the relevant time period, Defendants failed to compensate Plaintiff and
13 other aggrieved employees for all hours worked, in particular, the time spent completing
14 required onboarding paperwork. Further, Defendants failed to pay overtime wages at the
15 correct rate of pay, instead paying overtime hours worked at a flat rate. Thus, Defendants did
16 not provide Plaintiff or aggrieved employees with the minimum and overtime wages to which
17 they were entitled.

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

19 **55.** At all times relevant herein, Defendants were required to pay their employees
20 within the time limits specified under Labor Code sections 203.1 and 204.

21 **56.** During the relevant time period, Defendants failed to pay Plaintiff and other
22 aggrieved employees all wages due to them within the time period specified by Labor Code
23 section 204, including as outlined above.

24 **Failure to Timely Pay Wages During and Upon Termination of Employment**

25 **57.** At all times relevant herein, Defendants were required to pay their employees in
26 a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

27 **58.** As a result of Defendants' Labor Code violations alleged above, Defendants
28 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time

1 periods specified by Labor Code sections 201-204 during and upon termination of
2 employment.

3 **Failure to Provide Complete and Accurate Wage Statements**

4 **59.** At all times relevant herein, Defendants were required to keep *accurate* records
5 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
6 1174(d), and to produce records upon request within the time required by Labor Code section
7 226(c).

8 **60.** As a result of Defendants' various Labor Code violations, Defendants failed to
9 keep accurate records regarding Plaintiff and other similarly-situated current and former
10 employees. For example, Defendants failed in their affirmative obligation to keep accurate
11 records regarding Plaintiff and other similarly-situated current and former employees' gross
12 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
13 number of hours worked at each hourly rate.

14 **Penalties**

15 **61.** Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of
16 other current and former aggrieved employees, requests and is entitled to recover from
17 Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs
18 pursuant, as well as all statutory penalties against Defendants, and each of them, including but
19 not limited to:

20 **62.** Penalties under California Labor Code section 2699 in the amount of up to two
21 hundred dollars (\$200) for each aggrieved employee per pay period.

22 **63.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
23 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
24 records upon request;

25 **64.** Penalties under Labor Code section 558 in the amount of fifty dollars (\$50) for
26 each aggrieved employee per pay period for the initial violation, and one hundred dollars
27 (\$100) for each aggrieved employee per pay period for each subsequent violation;

28 **65.** Penalties under Labor Code section 1197.1 in the amount of a hundred dollars

(\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

66. Penalties under Labor Code section 210 of \$100 for the first violation of section and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld;

67. Penalties under Labor Code section 2699 in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for any failure to produce records upon request;

68. Penalties under Labor Code section 2802(d) in an amount sufficient to recover unreimbursed business expenses.

69. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes;

70. Injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein; and

71. Attorneys' fees and costs as permitted by law.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.*

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF

THE CLASS AND ALL SUBCLASSES)

72. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 71 as though fully set for herein.

73. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all overtime and minimum wages, (2) all rest break wages, (3) accurate wage statements, AND (4) all wages due and owing upon termination of employment.

74. Defendants' utilization of such business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

75. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

76. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code section 17200 *et seq.*, including those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

77. Plaintiff seeks, on their own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all rest break wages owed, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;
8. Upon the Fifth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code section 2698 *et seq.*, for Defendants' violations of

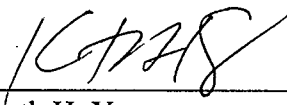
1 Labor Code sections 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 510,
2 512, 558, 1174(d), 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
3 Order, and for injunctive relief to prohibit Defendants from continuing to
4 engage in the Labor Code violations complained of herein;

5 9. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly
6 affected members of the general public of all funds unlawfully acquired by
7 Defendants by means of any acts or practices declared by this Court to be in
8 violation of Business and Professions Code section 17200 *et seq.*; and

9 10. On all causes of action for attorneys' fees, interest, and costs as provided by
10 California Labor Code sections 218.5, 218.6, 226, 1194, PAGA, and Code of
11 Civil Procedure section 1021.5, and for such other and further relief the Court
12 may deem just and proper.

13
14 Dated: September 17, 2026

YOON LAW, APC

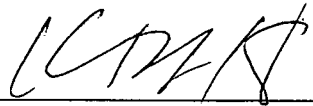
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16 
17 Kenneth H. Yoon
Attorneys for Plaintiff Fred Hunter

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19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as
21 provided by California law.

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23 Dated: September 17, 2026

YOON LAW, APC

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26 Kenneth H. Yoon
Attorneys for Plaintiff Fred Hunter