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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

ANTONIO HARDIN, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BOWCOR, INC. DBA SPECIAL EXPLORERS CENTER, a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 26CUB02629

**FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Produce Requested Employment Records (Lab. Code §§ 226 and 1198.5);
7. Failure to Timely Pay Wages During Employment (Lab. Code § 204);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
9. Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

**DEMAND FOR JURY TRIAL**

Plaintiff ANTONIO HARDIN ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, individually and on behalf of all other members of the public similarly situated, alleges as follows:

## INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants BOWCOR, INC. DBA SPECIAL EXPLORERS CENTER, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to authorize and permit rest periods, failure to furnish accurate wage statements, failure to provide paid sick leave, failure to timely pay wages upon separation of employment, failure to produce requested employment records, failure to timely pay wages during employment, and unfair business practices.

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

3. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Kern County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

4. Despite these requirements, throughout the statutory period, Defendants have, at times:

(a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

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(b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(e) Failed to timely produce requested employment records to some, but not necessarily all employees as required by the California Labor Code and IWC Wage Order.

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

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

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## THE PARTIES

### A. Plaintiff

7. Plaintiff is a California resident who worked for Defendants in Kern County, California as a nonexempt employee paid hourly from approximately November 2022 to present. During his employment, Plaintiff worked in a variety of roles, including but not limited to as a Behavior Technician, Lead Therapist, and Supervisor in Training.

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

### B. Defendants

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

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

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

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

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each

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of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

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

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

## JURISDICTION AND VENUE

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

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

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Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed $75,000.

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

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17. Plaintiff worked for Defendants in Kern County, California as an hourly-paid, non-exempt employee from approximately November 2022 to present. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff sometimes worked more than eight hours per day and forty (40) hours in a workweek.

18. Plaintiff brings this action against Defendant for Labor Code violations and unfair business practices stemming from Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to furnish accurate wage statements, failure to timely pay wages during employment, and failure to provide requested records. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

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

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

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

(a) Failing to pay employees for all hours worked, including minimum, straight time, and overtime wages, as well as on-call/standby pay. For example, Defendants:

i. required employees to perform work off-the-clock, without compensation, including, but not limited to having to assist when any issues arose despite having clocked out; and/or

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

iii. required them to continue working during unpaid meal and rest periods; and/or

iv. failed to maintain accurate records of the hours worked; and/or

(b) Failing to provide employees with timely and duty-free meal periods; for example, Defendants:

i. required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or

ii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; for example having to assist when any issues arose despite having clocked out for a meal break; and/or

iii. interrupted Plaintiff's meal periods; and/or denied employees permission to take a meal period and/or

iv. prohibited Plaintiff from leaving the premises for meal periods and/or

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v. denied employees permission to take second meal period and/or

vi. failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.

(c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants failed to authorize and permit Plaintiff and other aggrieved employees to take compliant rest periods due to chronic understaffing and the failure to provide relief coverage. Although Plaintiff understood that he was entitled to paid rest breaks, beginning around late 2024 to early 2025, he rarely received either his first or second rest period because there was no employees available to relieve him from his duties. Plaintiff's position required that someone remain on shift at all times, and he could not leave his post unless another employee was sent to cover for him. After Plaintiff's supervisor was terminated in approximately December 2025, the problem became significantly worse because no one was assigned to provide the necessary coverage. Responsibility for arranging relief rested with General Manager Evelyn Hernandez, yet relief was frequently not provided, making it impossible for Plaintiff to take legally compliant rest breaks. Plaintiff also observed that other employees routinely missed rest breaks due to the same staffing shortages and inability to obtain relief coverage. Despite being aware of these ongoing issues, Defendants failed to take corrective action to ensure employees received their legally required rest periods.

i. required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or

ii. failed to compensate employees for rest periods that were not authorized or permitted; and/or

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iii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods.

(d) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal employing entity's address, rest/meal break premiums, the remaining paid sick leave balance, and all wages for all hours worked, among other things.

(e) Failing to produce requested employment records.

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

23. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

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

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

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

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

(e) the violations hindered them from determining the amounts of minimum,

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straight time, overtime, meal period premium, and rest period premium wages owed to them;

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

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,

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

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

## CLASS ACTION ALLEGATIONS

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

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

27. The proposed Class consists of and is defined as:

> All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

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

29. Plaintiff undertook this concerted activity to improve the wages and working

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conditions of all Class Members.

30. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

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

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

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

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

2) The extent and nature of any litigation concerning the controversy

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already commenced by or against members of the Class;

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

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

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

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

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to provide Class Members with accurate wage statements;

(e) Failed to timely produce all of the requested records;

(f) Failed to timely pay wages during employment in violation of §204 of Lab. Code; and

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(g) Violated California Business & Professions Code §§ 17200 *et. seq*. as a result of their illegal conduct as described above.

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

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

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

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

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

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

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

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

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those

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parties who are, or may be, responsible Defendants; and,

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

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

**FIRST CAUSE OF ACTION**

**(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

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

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

36. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Plaintiff was required to perform work off the clock without compensation, including by assisting with operational issues that arose after he had already clocked out for the day or for breaks. In addition, due to chronic understaffing and the lack of available relief, Plaintiff was frequently required to continue performing his job duties in lieu of taking legally compliant rest periods, resulting in uncompensated work during time that should have been duty-free. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation

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to non-exempt employees.

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

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

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

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

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

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

## SECOND CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Overtime Wages)**

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

44. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek. For purposes of computing the overtime rate of compensation required to be paid to a non-exempt full time salaried employee, the

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employee's regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th of the employee's daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary. (Lab. Code §515(d))

45. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half or double the regular rate of pay; miscalculating the regular rate of pay by failing to include all remuneration in addition to employees base hourly pay; requiring, permitting or suffering Plaintiff to work off the clock; requiring, permitting or suffering Plaintiff to work through meal and rest breaks but not compensating them for this time and failing to include this time in their hours worked; illegally and inaccurately recording time in which Plaintiff worked; and failing to properly maintain Plaintiff's records;

46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

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

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

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

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

## THIRD CAUSE OF ACTION

**(Against All Defendants for Failure to Provide Meal Periods)**

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

52. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11; *Brinker Restaurant Corp v. Superior Ct*. (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage an employee from taking a meal break. (*Id*. at p. 1040.) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. (*Id.* at p. 1035.) "An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v. Daiohs USA, Inc*., (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy

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that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand'" would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks." (*Id.* at p. 1040.)

53. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee a meal or rest break constitutes "wages." (*Naranjo v Spectrum Security Services, Inc*. (2022) 13 Cal.5th 93.)

54. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions of the California Labor Code and IWC Wage Order. For example, Plaintiff's meal periods were at times interrupted because Defendants required him to respond to work-related issues that arose during his unpaid meal period. On one occasion, while Plaintiff was on his meal break, he observed an operational issue that required immediate attention and intervened to assist for approximately 10 to 15 minutes. Plaintiff did not clock back in before performing this work and, after resolving the issue, simply resumed the remainder of his meal period. As a result, Plaintiff was not relieved of all duty during his meal period and performed compensable work without pay, rendering his meal period noncompliant. By failing to permit and authorize Plaintiff and the Class to take legally compliant meal periods as alleged above, Defendants willfully violated Labor Code section 226.7 and the applicable IWC Wage Orders.

55. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

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56. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

## FOURTH CAUSE OF ACTION

**(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

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

58. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

59. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. For example, although Plaintiff understood that he was entitled to paid rest breaks, beginning around late 2024 to early 2025, he rarely received either his first or second rest period due to chronic understaffing and the lack of available relief coverage. Plaintiff's position required

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that someone remain on duty at all times, and he could not leave his post to take a rest break unless another employee was sent to relieve him. Plaintiff attempted to take his rest periods when possible, but it was generally not feasible because no one was available to provide coverage. After Plaintiff's supervisor was terminated in approximately December 2025, the problem worsened because there was no longer anyone available to coordinate relief coverage. Responsibility for arranging relief rested with General Manager Evelyn Hernandez, yet relief frequently was not provided, making it impossible for Plaintiff to take legally compliant rest periods. Plaintiff also observed that other employees similarly missed rest breaks because of staffing shortages and the inability to obtain relief coverage. Plaintiff does not recall receiving any premium pay for the rest periods he missed. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

**FIFTH CAUSE OF ACTION**

**(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)**

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

63. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee

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and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

64. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiff's paystubs do not list the accurate rest/meal break premiums, and all wages for all hours worked, among other things.

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

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

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

68. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

69. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

## SIXTH CAUSE OF ACTION

**(Against All Defendants for Failure to Produce Requested Employment Records)**

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

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71. Pursuant to Labor Code § 226, current and former employees have the right to inspect or receive a copy of their payroll records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of payroll records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

72. Pursuant to Labor Code § 1198.5(a), every current and former employee, or their or her representatives, have the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or their or her representatives, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or their or her representatives, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars ($750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

73. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, they shall be given a copy of the instrument upon request.

74. As set forth above, Plaintiff and the Class are current and former employees of Defendant.

75. On or about June 3, 2026, Plaintiff sent a written request to Defendant for their payroll records, timecards, and personnel records. However, Plaintiff has not received all the requested records as of the date of this Complaint.

76. Defendant violated Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiff.

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77. On information and belief, Defendant's failure to provide Plaintiff with their requested employment records is not an isolated incident but was instead consistent with Defendant's policy and practice that applied to Plaintiff and the Class.

78. Pursuant to Labor Code § 1198.5, Plaintiff and the Class are entitled to a penalty of seven hundred fifty dollars ($750) from Defendant, injunctive relief in the form of compliance with § 1198.5, and attorneys' fees and costs.

79. Pursuant to Labor Code § 226, Plaintiff are entitled to a penalty of seven hundred fifty dollars ($750) from Defendant, injunctive relief in the form of compliance with § 226, and attorneys' fees and cost.

## SEVENTH CAUSE OF ACTION

**(Against All Defendants for Failure to Timely Pay Wages During Employment)**

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

81. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and Class Members during their employment.

82. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

83. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) 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 (1st) and the tenth (10th) day of the following month.

84. At all times relevant herein, 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. Alternatively, at all times relevant herein, Labor Code section 204 provides

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that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

85. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

86. Defendants' failure to pay Plaintiff and Class Members all wages due violates Labor Code section 204. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

**EIGHTH CAUSE OF ACTION**

**(Against All Defendants for Violations of California Business & Professions Code §§ 17200, et seq.)**

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

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

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

90. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, et seq.

91. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or

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fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

92. By and through their unfair, unlawful, and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

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

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

95. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

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97. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

98. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

## NINTH CAUSE OF ACTION

**(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

99. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

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

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

102. Plaintiff exhausted the administrative prerequisites to the commencement of this action as required by Labor Code section 2699.3. On **July 9, 2026**, Plaintiff submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiff paid the required filing fee. The LWDA assigned this matter **Case No. LWDA-CM-1189877-26**.

103. The sixty-five (65) day statutory period for LWDA review elapsed on **September 14, 2026** without the LWDA providing notice of its intent to investigate. Accordingly, Plaintiff

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satisfied the administrative exhaustion requirements of Labor Code section 2699.3 and is authorized to pursue civil penalties under PAGA.

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

105. The Labor Code violations alleged in this cause of action are the same violations identified in Plaintiff's LWDA notice and arise from Defendants' uniform policies, practices, and course of conduct applicable to Plaintiff and other aggrieved employees. Plaintiff seeks to recover civil penalties for all such violations experienced by Plaintiff and other aggrieved employees during the PAGA period.

106. Plaintiff has standing to pursue civil penalties for the violations alleged herein because Plaintiff was employed by Defendants during the PAGA period and personally experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose from Defendants' uniform policies and practices and affected Plaintiff and other aggrieved employees in the same or similar manner, and were not the result of isolated or employee-specific circumstances.

107. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections **204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, and 1198.5**.

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

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

110. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to

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the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor Code section 2699(m).

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

**PRAYER FOR RELIEF**

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

**CLASS CERTIFICATION**

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

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

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

**AS TO THE FIRST CAUSE OF ACTION**

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

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

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

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

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

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

**AS TO THE SECOND CAUSE OF ACTION**

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay

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all overtime wages due to Plaintiff and Class Members;

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

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

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

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

**AS TO THE THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

**AS TO THE FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

**AS TO THE FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

**AS TO THE SIXTH CAUSE OF ACTION**

1. That the Court declare, adjudge, and decree that Defendants violated the records producing provisions of Labor Code §§ 226 and 1198.5 and applicable IWC Wage Orders, and willfully failed to provide the required and requested documents thereto;

2. For all actual damages, according to proof;

3. For statutory penalties pursuant to Labor Code §§ 226 and 1198.5; and

4. For injunctive relief to ensure compliance with this section, pursuant to Labor Code § 226(h).

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**AS TO THE SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

**AS TO THE EIGHTH CAUSE OF ACTION**

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiff and Class Members all overtime wages due to them, failing to provide Plaintiff and Class Members all minimum wages due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and Class Members, and failing to timely pay Plaintiff and Class Members all earned wages during employment constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

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

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

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

**AS TO THE NINTH CAUSE OF ACTION**

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

5. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violations of the California Labor Code identified in the LWDA notice;

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

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

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

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

**AS TO ALL CAUSES OF ACTION**

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

2. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) and/or Labor Code § 2699(g) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

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

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

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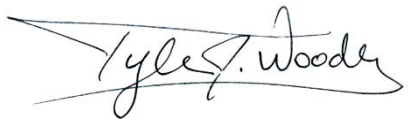
Respectfully submitted,

Dated: November 5, 2026

**WILSHIRE LAW FIRM**

By: 

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

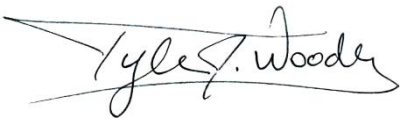
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: November 5, 2026

**WILSHIRE LAW FIRM**

By: 

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