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30-2026-01583009-CU-OE-CXC - ROA # 16 - DAVID H. YAMASAKI, Clerk of the Court By G. Ramirez, Deputy Clerk.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARY GUENTHER, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

TRITON AIR HOME SERVICES, LLC, a Limited Liability Company Not Registered in California; TRITON AIR, INC., a California corporation; TRITON AIR HOLDINGS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2026-01583009-CU-OE-CXC

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

(1) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 1198);
(2) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 1198);
(3) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);
(4) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
(5) FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);
(6) UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*); and
(7) PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *et seq.*)

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Mary Guenther ("Plaintiff"), on behalf of herself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, brings this Class and Representative Action Complaint against Triton Air Home Services, LLC, Triton Air, Inc., Triton Air Holdings, Inc. and Does 1 through 100, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, hereby brings this class and representative action for recovery of unpaid wages and penalties under California Business and Professions Code section 17200, *et. seq*.; Labor Code sections 201-204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, and 2698, *et seq*.; and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"). This class action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

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

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, and has been deprived of the rights guaranteed by California Labor Code sections 201-204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, and 2698, *et seq*.; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and

Wage Order 4.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business in the state of California, and that they employed Plaintiff and other similarly situated non-exempt employees within Orange County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Class (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 17).

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants as a non-exempt employee from approximately March 2025 to February 2026.

10. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, the workload imposed on Plaintiff and other non-exempt employees often made it impracticable for Plaintiff and other non-exempt employees to take an uninterrupted 30-minute off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal period on shifts over 10.0 hours. Plaintiff's and other non-exempt employees' meal periods were often late, interrupted, delayed, missed and/or cut short due to the workload place on them. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay the meal period premiums required by Labor Code section 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

11. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other non-exempt employees were frequently unable to take the rest periods to which they were entitled as a result of the workload imposed on them by Defendants. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code section 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

12. Defendants also have failed to reimburse Plaintiff and other employees for all work-related expenses incurred in the course of their employment. Specifically, Plaintiff and

other employees were required to use their personal cell phones for work related purposes, including, but not limited to, text messaging and phone calls with management, supervisors, and other employees. Despite requiring that Plaintiff and other employees use their personal cell phones for work-related purposes, Defendants failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cellular phone bills. As a result of the foregoing, Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014) (holding that an employer must reimburse employees for a "reasonable percentage" of their cell phone bills if employees are required to use their cell phones for work purposes, even if the employee did not incur any specific out-of-pocket expense in doing so).

13. Defendants also have failed to incorporate the value of Plaintiff's and other employees' non-discretionary commissions, bonuses, and/or other forms of non-discretionary compensation (referred to as "Incentive Pay") into their regular rate of pay when paying sick pay wages, as required under Labor Code § 246(l)(1) (requiring sick pay to be paid at employee's "regular rate" of pay). For example, in the pay period of July 5-11, 2025, Ms. Guenther's wage statement reflects that she was paid a base rate of $21.00 per hour, earned $37.00 in "Spiffs" bonuses/commissions, was paid overtime wages at $31.95 per hour, which was 1.5 times her regular rate of pay, and sick pay at $21.00 per hour which was 1.5 times her base hour rate of $21.00 (not 1.5 time her "regular rate" of pay).

14. As a result of Defendants' failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

15. In addition, the wage statements issued to Plaintiff and other non-exempt employees were facially deficient in that they failed to comply with Labor Code section 226(a)(8), as the wage statements issued by Defendants to Plaintiff and other non-exempt employees fail to identify the name and address of the legal entity that is the employer. Specifically, the wage statements furnished on Plaintiff list "Triton Air Home Services LLC" and the associated address on the wage statements is listed as 1221 Puerta Del Sol, #300, San Clemente, CA 92673. Triton

Air Home Services LLC is not registered with the California Secretary of State and there is no indication that it is authorized to do business in California. Moreover, "Triton Air, Inc." and "Triton Air Holdings, Inc." are California Corporations that are registered with the California Secretary of State and they both have their principal place of business listed as 1221 Puerta Del Sol #300, San Clemente, California.

16. As a result of Defendants' failure to pay all required meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of herself and the following Class pursuant to Section 382 of the Code of Civil Procedure:

a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked for Defendants in California, who worked at least one shift in excess of 5.0 hours, at any time from four years immediately preceding the filing of this action through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who worked for Defendants in California and who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

c. The Wage Statement Class consists of: (i) all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing this lawsuit through the present; and (ii) all of the Defendants' current and former non-exempt employes in California during the one year immediately preceding the filing of this lawsuit through the present, were issued a wage statement that listed Triton Air Home Services LLC as the employer.

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d. The Waiting Time Class consists of all members of the Meal Period Class and/or Rest Period Class, whose employment with Defendants ended at any time from three years prior to the filing of this action to the present.

e. The Expense Reimbursement Class consists of all of Defendants' employees who worked for Defendants in California, who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, at any time from four years prior to the filing of this action through the present.

18. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all members would be impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via Defendants' employment records.

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

i. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;

ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;

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

iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

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

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

predominate over questions that affect only individual Class members. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each Class member, such as Defendants' meal period, rest period, wage statement, business expense, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class members' showing as to his or her eligibility for recover or as to the amount of his or her damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the Class members, was subject to Defendants' uniform meal and rest period policies/practices, business expense reimbursement policies, was furnished with inaccurate wage statements, and was deprived of all final wages upon her separation of employment from Defendants.

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

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able

to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of individual Class members are not large enough to warrant individual prosecution considering all of the concomitant costs and expenses attending thereto. Thus, the Classes are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

25. As alleged herein, Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, and have failed to pay meal period premiums at Plaintiff's and Meal Period Class members' regular rate of compensation as required under Labor Code § 226.7.

26. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

28. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of

employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof, and that the authorized rest time shall count as hours worked for which there shall be no deduction from wages.

29. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and members of the Rest Period Class with a rest period premium payment for each workday they were not authorized and permitted all required rest periods.

30. These violations create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums, interest thereon, statutory penalties, civil penalties, and costs of suit under Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, failed to identify the name and address of the legal entity that is the employer and failed to include all meal and rest period premium wages earned, in violation of California Labor Code § 226.

33. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failure created confusion over the legal entity that is the employer and led to the non-payment of their meal and rest period premium wages, and deprived Wage Statement Class members of, among other things, the information necessary to reconcile the discrepancies in Defendants' reported data.

34. Plaintiff and Wage Statement Class members are entitled to recover in a civil action all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties,

civil penalties, and reasonable attorney fees and costs, pursuant to Labor Code §§ 226 and 226.3.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

36. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid meal and rest period premium wages.

38. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner.

39. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

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

42. At all relevant times, Defendants were subject to Labor Code § 2804, which states, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

43. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

44. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums that will be shown according to proof.

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

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

48. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq*., by failing to

provide compliant meal periods, failing to authorize and permit compliant rest periods, failing to reimburse business expenses, failing to furnish accurate itemized wage statements, and failing to pay all wages due at termination.

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

50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

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

52. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

54. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698, *et seq*. Plaintiff, acting on behalf of herself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to

proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

a. Failing to provide meal periods and failing to pay meal periods premiums at the employees' respective regular rate of compensation, to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;

b. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;

c. Failing to properly pay Plaintiff and other aggrieved employees all sick pay wages earned at their regular rate of pay, in violation of Labor Code § 246(l(1);

d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation of Labor Code §§ 226 and 1198;

e. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203; and

f. Failing to maintain accurate records, including but not limited to accurate records of the hours worked and meal periods taken, for Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

55. On or about July 7, 2026, Plaintiff mailed a PAGA notice letter to Defendants, via certified mail, and to the California Labor and Workforce Development Agency ("LWDA") via its website, which described Defendants' violations of the California Labor Code and indicated Plaintiff's intent to bring a claim under California Labor Code § 2698, *et seq*. with respect to the violations of the California Labor Code identified in paragraph 54(a)-(f) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

56. As noted in her PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent are all of Defendants' current and former employees who have worked for

Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA cause of action or any alternative date agreed upon by the parties and/or approved by the Court.

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER

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

1. For an order certifying the proposed Classes;

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

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

4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

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

7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

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

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

10. Upon the Seventh Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys

General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the unlawful conduct alleged herein;

11. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a), 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2802(c), and Code of Civil Procedure § 1021.5, and all other relevant statutes; and

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

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

Date: September 11, 2026

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: September 11, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff