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FILED
 Superior Court of California
 County of Los Angeles
09/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

LUIS A. DOMINGUEZ CASTRO, an
 individual, on behalf of himself and others
 similarly situated,

Plaintiff,

vs.

NANCIE BROWN & ASSOCIATES, INC.; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV25536

Assigned for all purposes to:
 Hon. William F. Highberger Dept. 10

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

1. Failure to Pay All Wages;
2. Illegal Deductions from Wages;
3. Failure to Provide Meal Periods or Compensation;
4. Failure to Permit Rest Periods or Provide Compensation;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Failure to Reimburse Necessary Business Expenses;
8. Violation of the Unfair Competition Law; and
9. Violation of the Private Attorneys General Act.

Action Filed: August 12, 2026
 Trial Date: None Set

DEMAND FOR JURY TRIAL

1 Plaintiff LUIS A. DOMINGUEZ CASTRO (“Plaintiff”), individually, and on behalf of all
2 others similarly situated, brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants NANCIE BROWN & ASSOCIATES, INC. and DOES 1 through
4 50, inclusive (collectively, “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
7 382 against Defendants, on behalf of himself individually and a putative class of all current and former
8 non-exempt employees employed by Defendants in California during the Class Period (collectively
9 the “Class” or “Class Members”). The term Class Period is defined as four (4) years prior to the filing
10 of this action through the date of class certification.

11 2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code
12 sections 2698 *et seq.*, against Defendants, on behalf of himself individually and other aggrieved
13 employees who are and were employed by Defendants throughout California during the PAGA Period.
14 The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations
15 to the Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment

16 3. Defendant NANCIE BROWN & ASSOCIATES, INC. (“Nancie Brown”), was, and is,
17 engaged in the business of providing cleaning services at residential worksites in California.

18 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
19 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
20 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
21 Members, and contribute to Defendants’ deliberate unfair competition.

22 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
23 and continue to violate state wage and hour laws by, among other things:

- 24 (a) failing to pay all wages (including minimum, straight time, overtime, double-time, and
25 reporting time wages);
- 26 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 27 (c) failing to authorize or permit rest periods or provide compensation in lieu thereof;
- 28 (d) failing to reimburse necessary business expenses;

- 1 (e) failing to provide accurate itemized wage statements; and
2 (f) failing to pay all wages due upon separation of employment.

3 6. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
4 class and aggrieved employees to recover, among other things, unpaid wages, liquidated damages,
5 restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204,
6 206, 210, 221-224, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
7 2441, 2698 *et seq.*, 2800, 2802, and 2804, and California Code of Civil Procedure Section 1021.5.

8 **JURISDICTION AND VENUE**

9 7. This is a class action pursuant to California Code of Civil Procedure Section 382 and
10 representative action pursuant to Labor Code Sections 2698 *et seq.* ("PAGA"). The monetary
11 damages, restitution, penalties, and other amounts sought by Plaintiff exceed the minimal
12 jurisdictional limits of the Superior Court and will be established according to proof at trial.

13 8. This Court has jurisdiction over this action pursuant to the California Constitution,
14 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those
15 given by statutes to other courts. The statutes under which this action is brought do not specify any
16 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
17 seeks relief authorized by California law.

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

22 10. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5
23 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
24 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
25 county.

26 **PARTIES**

27 11. Plaintiff is a California citizen. Defendants employed Plaintiff as a non-exempt
28 employee during the Class Period. Specifically, Defendants employed Plaintiff as a cleaner. Plaintiff's

1 job duties included, *inter alia*, general cleaning, washing windows, pressure washing patios, and
2 vacuuming. Plaintiff's employment with Defendants ended within one (1) year of the filing of this
3 action.

4 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Nancie
5 Brown was and is a corporation doing business in the State of California. Plaintiff is further informed,
6 believes and thereon alleges that Nancie Brown employed Plaintiff and other non-exempt employees
7 to perform cleaning services at residential worksites in California and maintained a business address
8 at 11566 McDonald Street, Culver City, California 90230. Plaintiff is informed, believes and thereon
9 alleges that, at all relevant times, Nancie Brown was and is an employer subject to California state
10 wage and hour laws.

11 13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
12 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
13 whose employees were and are engaged throughout this county and the State of California.

14 14. Defendants continue to employ non-exempt employees within California.

15 15. Defendants DOES 1 through 50 are sued under fictitious names pursuant to Code of
16 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff
17 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
18 their names and capacities are ascertained.

19 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
20 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
21 times.

22 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
23 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
24 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
25 attributable to the other Defendants.

26 18. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
27 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
28 the wages, hours, and working conditions of Plaintiff and the Class Members. Furthermore, each

1 Defendant in all respects acted as the employer of Plaintiff and the Class Members.

2 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
3 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
4 50, acting as the agent, alter ego, servant, joint venturer, co-conspirator, and/or partner for each other,
5 within a common enterprise and legal authority to act on each other's behalf. The acts of any and all
6 Defendants were in accordance with, and represent, the official policy of Defendants.

7 20. At all relevant times, Defendants, and each of them, acted within the scope of such
8 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
9 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
10 Defendants in proximately causing the damages herein alleged.

11 21. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
12 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
13 occurrences, and transactions alleged herein.

14 **CLASS ALLEGATIONS**

15 22. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
16 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
17 Labor Code, Business and Professions Code Sections 17200, et seq., and IWC Wage Orders during
18 the Class Period.

19 23. Plaintiff's proposed Class consists of and is defined as follows:

20 Class

21 All current and former non-exempt employees employed by Defendants in the state of
22 California within four (4) years prior to the commencement of this action to the date of
23 class certification.

24 24. Plaintiff also seeks to certify the following Subclass:

25 Waiting Time Subclass

26 All Class Members who separated from their employment with Defendants at any time
27 within three (3) years prior to the filing of this action to the date of class certification
28 ("Subclass" or "Waiting Time Subclass").

1 25. Members of the Class and Subclass described above will be collectively referred to as
2 “Class Members.”

3 26. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
4 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
5 investigation, discovery, and specific theories of liability.

6 27. There is a well-defined community of interest in this litigation and the proposed Class
7 and Subclass are readily ascertainable.

8 28. **Commonality:** This action has been brought and may properly be maintained as a class
9 action under the California Code of Civil Procedure Section 382 because there are common questions
10 of law and fact as to the Class Members that predominate over any questions affecting only individual
11 members including, but not limited to, the following:

- 12 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
13 straight time, overtime, double-time, and reporting time wages) for all compensable
14 time;
- 15 (b) Whether Defendants made illegal deductions from Plaintiff and Class Members’s
16 wages;
- 17 (c) Whether Defendants required Plaintiff and Class Members with compliant meal
18 periods or paid compensation in lieu thereof;
- 19 (d) Whether Defendants authorized and permitted compliant rest periods and recovery
20 periods to Plaintiff and Class Members or paid compensation in lieu thereof;
- 21 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
22 itemized wage statements;
- 23 (f) Whether Defendants failed to timely pay Plaintiff and Class Members all wages due
24 immediately upon termination or within 72 hours of resignation;
- 25 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for all necessary
26 business expenses;
- 27 (h) Whether Defendants’ conduct was willful or reckless; and
- 28 (i) Whether Defendants engaged in unfair business practices in violation of Business and

Professions Code Sections 17200, *et seq.*

29. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common questions raised in this Complaint will advance resolution of each individual Class Member's claims.

30. **Numerosity:** The Class Members are sufficiently numerous that joinder of all members is impracticable. Although the exact number of Class and Subclass Members is unknown to Plaintiff at this time, the identities and number of Class Members can be determined through Defendants' employment and payroll records.

31. **Ascertainability:** The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

32. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

33. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and 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 attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

34. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with

separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

35. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are 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 class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

36. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as cleaners and laborers to perform cleaning services at residential worksites within California. Defendants employed Plaintiff in a non-exempt position during his employment and continue to employ non-exempt employees within California.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive minimum wages, wages at their regular rate of pay, overtime wages, double-time wages, and reporting time pay, and that they were not receiving all such wages for all work that was required to be performed. Plaintiff and Class Members regularly worked more than eight (8) hours per workday, more than 40 hours per workweek,

1 and sometimes seven (7) consecutive days in a workweek. Defendants required Plaintiff and Class
2 Members to work off-the-clock without compensation, including responding to work-related phone
3 calls and text messages from supervisors, working past their scheduled end times, and traveling
4 between worksites during the workday. Defendants also failed to pay double-time wages at the correct
5 rates when Plaintiff and Class Members worked more than 12 hours in a workday and/or more than
6 eight (8) hours on the seventh consecutive day of work. Since Defendants did not provide Plaintiff and
7 Class Members with the ability to track their hours worked, Defendants' supervisors rounded Plaintiff
8 and Class Members' time worked to their detriment, resulting in the underpayment of wages.
9 Defendants also failed to pay reporting time pay when Plaintiff and Class Members reported to work
10 and were sent home due to scheduling errors by Defendants' supervisors. Further, Defendants failed
11 to include bonuses and other incentive pay in the regular rate of pay for purposes of calculating
12 overtime compensation and sick pay. As such, Defendants failed to pay Plaintiff and Class Members
13 minimum, regular, overtime, double-time, and reporting time wages and compensation in violation of
14 the Labor Code and IWC Wage Orders.

15 40. Plaintiff is informed and believes, and thereon alleges, that Defendants made unlawful
16 deductions from Plaintiff's and Class Members' earned wages. Specifically, Defendants deducted
17 amounts from Plaintiff's and Class Members' earned wages in order to cover the costs of lost supplies,
18 such as sponges. As such, Defendants violated Labor Code Sections 221-224.

19 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
20 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
21 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
22 at their regular rate of pay when they did not receive a compliant meal period. In violation of the Labor
23 Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late,
24 interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due
25 to Defendants' work demands, understaffing, policies, and practices. Defendants required Plaintiff and
26 Class Members to remain at residential worksites during meal periods and denied requests to leave the
27 worksite to obtain food. Plaintiff and Class Members also had their meal periods regularly interrupted
28 with work questions or tasks that required them to cut their meal periods short and return to work.

1 Upon information and belief, Defendants automatically deducted and/or rounded the start and end
2 times for Plaintiff and Class Members' meal periods regardless of whether a compliant meal period
3 was taken. Defendants also failed to provide Plaintiff and Class Members with potable water, causing
4 them to spend time obtaining potable water during their purported meal periods. Further, Defendants
5 failed to provide second meal periods when Plaintiff and Class Members worked more than ten (10)
6 hours in a workday. Plaintiff is informed and believes and thereon alleges that Defendants also failed
7 to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate for
8 every day in which they suffered a meal period violation. As such, Defendants failed to provide
9 Plaintiff and Class Members all required meal periods or premium pay and failed to provide potable
10 drinking water, in violation of Labor Code Sections 226.7, 512, and 2441 and the IWC Wage Orders.

11 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
12 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
13 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, and a third rest
14 period when they worked more than ten (10) hours in a workday, or payment of one (1) additional
15 hour of pay at their regular rate of pay when they were not permitted to take a compliant rest period.
16 In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide compliant rest
17 periods to Plaintiff and Class Members due to their excessive work demands, understaffing, policies,
18 and practices. Defendants' supervisors prioritized completing work tasks as quickly as possible and
19 did not authorize or permit Plaintiff and Class Members to take compliant rest periods. Thus, Plaintiff
20 and Class Members regularly had their rest periods missed, shortened, late, on-duty, restricted to the
21 worksite, and/or interrupted. Further, Defendants failed to provide a third rest period when Plaintiff
22 and Class Members worked more than ten (10) hours in a workday and prohibited Plaintiff and Class
23 Members from taking recovery periods when they worked outdoors in hot weather. Defendants also
24 failed to provide Plaintiff and Class Members with potable water, causing them to spend time obtaining
25 potable water during their purported rest periods. As such, Defendants failed to provide Plaintiff and
26 Class Members all required rest and recovery periods or premium pay, in violation of Labor Code
27 Section 226.7 and the IWC Wage Orders.

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

1 reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit.
2 Specifically, Defendants required Plaintiff and Class Members to use their personal cell phones to
3 complete their work-related duties (*e.g.*, calls and text messages concerning scheduling and work
4 assignments) without reimbursement for a reasonable portion of their cellular phone bills.
5 Additionally, Defendants required Plaintiff and Class Members to use their personal vehicles to travel
6 between worksites during the workday without reimbursement for mileage and wear and tear on their
7 vehicles. Defendants also required Plaintiff and Class Members to wear uniforms bearing Nancie
8 Brown's logo and to separately wash and maintain the heavily soiled uniforms without reimbursement
9 for the costs. Defendants further required Plaintiff and Class Members to cover the costs of lost
10 supplies, such as sponges. Accordingly, Defendants violated Labor Code Sections 2800, 2802, and
11 2804.

12 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
13 have known that Waiting Time Subclass Members who separated from their employment with
14 Defendants during the statutory period were entitled to timely payment of all wages due. In violation
15 of the Labor Code and IWC Wage Orders, Waiting Time Subclass Members did not receive payment
16 of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants'
17 failure to pay minimum, regular, overtime, double-time, and reporting time wages, meal and rest
18 period premiums, and expense reimbursements to Class Members.

19 45. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
20 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
21 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
22 not furnished with complete and accurate wage statements that show all of the information required
23 by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total
24 hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of
25 hours worked at each hourly rate, and meal and rest period premiums owed.

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FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(AGAINST ALL DEFENDANTS)

46. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

47. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

48. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

49. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies the employee is otherwise entitled to as to any balance claimed.

50. The IWC Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so.”

51. Labor Code Section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 and the IWC Wage Orders further require that employers pay employees double their regular rate of pay for hours worked in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of overtime wages at one-and-one-half times the “regular rate of pay,” which includes all forms of remuneration earned by the employee.

52. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to

1 all employees in California for all hours worked. Local minimum wage ordinances may provide for
2 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
3 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
4 the state or local minimum wage, whichever is higher, for any hour of work.

5 53. Labor Code Section 1194 requires that employers pay employees at least the legal
6 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
7 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage
8 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
9 along with interest thereon, reasonable attorneys' fees and costs of suit.

10 54. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
11 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

12 55. Labor Code Section 1198 prohibits employers from employing for longer hours or less
13 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
14 the Labor Commissioner.

15 56. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
16 all wages due.

17 57. In violation of California law, Defendants have knowingly and willfully refused to
18 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
19 above.

20 58. Defendants' failure to pay Plaintiff and Class Members all earned minimum, straight,
21 overtime, double-time, and reporting-time wages and compensation in accordance with Labor Code
22 Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders,
23 and all applicable local minimum wage ordinances in effect throughout California, Plaintiff and Class
24 Members are entitled to recover the full amount of unpaid wages, liquidated damages, prejudgment
25 interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established
26 at trial.

27 59. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
28 conduct described herein, have committed an "intentional theft of wages in an amount greater than

1 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
2 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
3 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
4 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
5 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
6 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
7 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
8 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
9 California Penal Code section 496(c).

10 **SECOND CAUSE OF ACTION**

11 **ILLEGAL DEDUCTIONS FROM WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 61. Labor Code section 221 provides that it is unlawful for any employer to collect or
16 receive from an employee any part of wages theretofore paid by said employer to said employee.

17 62. During the relevant time period, Defendants deducted amounts from Plaintiff and Class
18 Members’ wages in order to cover Defendants’ expenses, such as the costs of lost supplies.

19 63. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,
20 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
21 earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute.

22 64. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, have committed an “intentional theft of wages in an amount greater than
24 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
25 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
26 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
27 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
28 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the

1 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
2 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
3 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
4 California Penal Code section 496(c).

5 65. As a result of Defendants' illegal deductions from wages, Plaintiff and the Class
6 Members he seeks to represent request relief as described herein and below.

7 **THIRD CAUSE OF ACTION**
8 **MEAL PERIOD VIOLATIONS**
9 **(AGAINST ALL DEFENDANTS)**

10 66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
11 fully set forth herein.

12 67. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7
13 and 512, and the applicable IWC Wage Orders.

14 68. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from
15 employing any person for a work period of more than five (5) hours per day without providing the
16 employee with a meal period of not less than 30 minutes (commencing before the employee's fifth
17 hour of work), except that if the total work period per day is no more than six (6) hours, the meal
18 period may be waived by mutual consent of the employer and employee. A second meal period of not
19 less than 30 minutes is required if an employee works more than 10 hours per day and must begin
20 before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours,
21 the second meal period may be waived by mutual consent of the employer and employee, but only if
22 the first meal period was not waived. An employer must relieve an employee of all duties during meal
23 periods.

24 69. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
25 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
26 and counted as time worked."

27 70. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from
28 requiring any employee to work during a meal period mandated by any California statute, regulation,

1 standard or order. If an employer fails to provide an employee with a meal period in accordance with
2 state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the
3 employee one (1) additional hour of pay at the employee's regular rate of compensation for each
4 workday that the meal period is noncompliant.

5 71. During the relevant time period, Plaintiff and Class Members did not receive compliant
6 meal periods at the required time intervals. Specifically, meal periods were missed, late, interrupted,
7 rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite.

8 72. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
9 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(c) and
10 the applicable IWC Wage Order.

11 73. As a result of Defendants' failure to provide compliant meal periods and pay meal
12 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
13 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
14 wages and compensation.

15 74. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
16 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
17 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
18 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

19 75. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
20 conduct described herein, have committed an "intentional theft of wages in an amount greater than
21 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
22 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
23 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
24 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
25 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
26 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
27 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
28 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to

1 California Penal Code section 496(c).

2 76. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
3 fees and costs from Defendants in an amount subject to proof and approved by the Court.

4 **FOURTH CAUSE OF ACTION**

5 **REST PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 78. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7
10 and the applicable IWC Wage Orders.

11 79. The IWC Wage Orders require employers to authorize and permit all employees to take
12 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

13 80. If an employer fails to provide an employee with a rest period in accordance with
14 California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay
15 the employee one (1) additional hour of pay at the employee's regular rate of compensation for each
16 workday that the rest period is noncompliant.

17 81. During the relevant time period, Defendants did not implement a compliant rest period
18 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10-minute rest
19 period for every four (4) hours worked or major fraction thereof because rest periods were interrupted,
20 missed, late, shortened, on-duty, and/or restricted to the worksite. Defendants also failed to provide a
21 third rest period when Plaintiff and Class Members worked more than ten (10) hours in a workday and
22 prohibited Plaintiff and Class Members from taking recovery periods when they worked outdoors in
23 hot weather.

24 82. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
25 rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(c) and the
26 applicable IWC Wage Order.

27 83. As a result of Defendants' failure to provide compliant rest periods and pay rest period
28 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code

1 Section 226.7, Plaintiff and Class Members suffered and continue to suffer a loss of wages and
2 compensation.

3 84. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
4 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
5 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
6 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

7 85. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
8 conduct described herein, have committed an “intentional theft of wages in an amount greater than
9 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
10 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
11 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
12 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
13 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
14 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
15 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
16 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
17 California Penal Code section 496(c).

18 86. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys’
19 fees and costs from Defendants in an amount subject to proof and approved by the Court.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 **(AGAINST ALL DEFENDANTS)**

23 87. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 88. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

26 89. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment
27 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
28 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any

1 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
2 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
3 identification number of the employee, (8) the name and address of the legal entity that is the
4 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
5 at each hourly rate.

6 90. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a
7 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
8 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
9 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
10 an award of costs and attorneys' fees.

11 91. During the relevant time period, Defendants have knowingly and intentionally failed
12 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and
13 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
14 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
15 pay period, the corresponding number of hours worked at each hourly rate, and meal and rest period
16 premiums owed.

17 92. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
18 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
19 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
20 Labor Code Section 226(a) because they were denied both their legal right to receive, and their
21 protected interest in receiving, accurate itemized wage statements under California Labor Code
22 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
23 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
24 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
25 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
26 ability to demand and recover the underpayment of wages from Defendants.

27 93. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
28 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in

1 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
2 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
3 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
4 according to proof at trial.

5 94. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
6 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
7 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

8 **SIXTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **(AGAINST ALL DEFENDANTS)**

11 95. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
12 fully set forth herein.

13 96. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,
14 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
15 Waiting Time Subclass Members.

16 97. Labor Code Section 201 requires that if an employer discharges an employee, the
17 wages earned and unpaid at the time of discharge are due and payable immediately.

18 98. Labor Code Section 202 requires that if "an employee not having a written contract for
19 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
20 thereafter, unless the employee has given 72 hours previous notice of the employee's intention to quit,
21 in which case the employee is entitled to the employee's wages at the time of quitting.

22 99. Labor Code Section 203 provides that if an employer willfully fails to pay, without
23 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
24 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
25 action therefor is commenced, but that the wages shall not continue for more than 30 days per
26 employee.

27 100. During the relevant time period, Defendants willfully failed to pay Waiting Time
28 Subclass Members all their earned wages upon termination including, but not limited to, minimum,

1 regular, overtime, and double-time wages, unreimbursed business expenses, and/or premium
2 compensation either at the time of discharge or within 72 hours of leaving Defendants' employ.

3 101. As a result of Defendants' failure to timely pay all wages owed to Waiting Time
4 Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Waiting Time Subclass
5 Members are entitled to recover waiting time penalties, prejudgment interest, attorneys' fees, and costs
6 in amounts that will be established at trial.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS)**

10 102. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
11 fully set forth herein.

12 103. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800
13 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
14 with respect to Plaintiff and Class Members.

15 104. Labor Code Section 2800 requires employers to indemnify employees for losses caused
16 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
17 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
18 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
19 own negligence.

20 105. Labor Code Section 2802(a) requires that employers indemnify and reimburse
21 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
22 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
23 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)
24 authorizes employees to recover in a court action interest which shall accrue from the date on which
25 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes
26 employees who enforce their right to reimbursements under Labor Code Section 2802 to also recover
27 attorneys' fees and costs.

28 106. During the relevant time period, Defendants required Plaintiff and Class Members to

1 (1) use their personal cell phones for work-related calls and text messages concerning scheduling and
2 work assignments without reimbursement for a reasonable portion of their cell phone bills; (2) use
3 their personal vehicles to travel between worksites during the workday without reimbursement for
4 mileage and wear and tear on their vehicles; (3) wear uniforms bearing Nancie Brown's logo and
5 separately wash and maintain the heavily soiled uniforms without reimbursement; and (4) cover the
6 costs of lost supplies, such as sponges, in violation of Labor Code Sections 2800, 2802, and 2804.

7 107. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
8 Members for all business and work-related costs, expenditures, losses and expenses in accordance
9 with Labor Code Sections 2800, 2802, and 2804, Plaintiff and Class Members are entitled to recover
10 the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and
11 statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

12 **EIGHTH CAUSE OF ACTION**

13 **VIOLATION OF THE UNFAIR COMPETITION LAW**

14 **(AGAINST ALL DEFENDANTS)**

15 108. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
16 fully set forth herein.

17 109. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
18 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
19 public interest within the meaning of Code of Civil Procedure Section 1021.5.

20 110. Defendants' activities, as alleged herein, violate California law and constitute unlawful
21 business acts or practices in violation of California Business and Professions Code Sections 17200, et
22 seq.

23 111. A violation of Business and Professions Code Sections 17200, et seq. may be
24 predicated on the violation of any state or federal law.

25 112. Defendants' policies and practices have violated state law in at least the following
26 respects:

- 27 (a) Failing to pay all minimum, regular, overtime, double-time, and reporting time wages
28 and compensation due to Plaintiff and Class Members in violation of Labor Code

Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198;

- (b) Making illegal deductions from Plaintiff and Class Members' wages in violation of Labor Code Sections 221-224;
- (c) Failing to provide meal periods without paying Plaintiff and Class Members premium wages for every day in which a meal period was not provided in violation of Labor Code Sections 226.7 and 512;
- (d) Failing to authorize or permit rest and recovery periods without paying Plaintiff and Class Members premium wages for every day in which a required rest period was not authorized or permitted in violation of Labor Code Section 226.7;
- (e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code Section 226;
- (f) Failing to timely pay all earned wages to Waiting Time Subclass Members upon separation of employment in violation of Labor Code Sections 201, 202 and 203;
- (g) Failing to reimburse Plaintiff and Class Members for all necessary business expenses in violation of Labor Code Sections 2800, 2802, and 2804.

113. Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

114. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this action; an award of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and an award of costs.

115. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code Sections 17200 *et seq.*

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(Against All Defendants)**

4 116. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 117. California Labor Code Section 2699(a) specifically provides for a private right of
7 action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
8 law, any provision of this code that provides for a civil penalty to be assessed and collected by the
9 Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards,
10 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
11 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
12 former employees pursuant to the procedures specified in Section 2699.3.”

13 118. On July 2, 2026, Plaintiff gave written notice of the specified provisions alleged to have
14 been violated by Defendants including the facts and theories to support the alleged violations, as
15 required by Labor Code section 2699.3 and paid the filing fee. This written notice was provided via
16 certified mail to Defendants and to the LWDA by electronically filing the notice via the Department
17 of Industrial Relations’ website. More than 65 days have passed since Plaintiff submitted his PAGA
18 notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may commence a
19 civil action to recover penalties under Labor Code Section 2699 pursuant to Section 2699.3 for the
20 violations of the Labor Code described in this Complaint. These penalties include, but are not limited
21 to, penalties under California Labor Code §§ 210, 226.3, 558(a), 1197.1, and 2699(f)(2).

22 119. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
23 remedies with the LWDA prior to suit, which is required by Labor Code Section 2699.3(d).

24 120. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code
25 Section 1174(d). Pursuant to California Labor Code Section 1174.5, any person, including any entity,
26 employing labor who willfully fails to maintain accurate and complete records required by California
27 Labor Code Section 1174 is subject to a penalty under Section 1174.5. Pursuant to the applicable IWC
28 Order Section 7(A)(3), every employer shall keep time records showing when the employee begins

1 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
2 Additionally, pursuant to the applicable IWC Order Section 7(A)(5), every employer shall keep total
3 hours worked in the payroll period and applicable rates of pay.

4 121. Defendants' conduct violates numerous Labor Code sections, including, but not limited
5 to, the following:

- 6 (a) Violation of Labor Code Sections 201-204, 206, 210, 226.7, 256, 510, 558, 1194, 1197,
7 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
8 regular, and overtime wages) owed to Plaintiff and other aggrieved employees during
9 employment and upon separation of employment as herein alleged;
- 10 (b) Violation of Labor Code Section 221, 222, 223, and 224 for making illegal deductions
11 from Plaintiff and other aggrieved employees' wages as herein alleged;
- 12 (c) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to
13 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
14 meal periods as herein alleged;
- 15 (d) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and
16 other aggrieved employees and failure to pay premium wages for missed rest periods
17 as herein alleged;
- 18 (e) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
19 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- 20 (f) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
21 records regarding the employment of Plaintiff and other aggrieved employees as herein
22 alleged; and
- 23 (g) Violation of Labor Code Sections 2800, 2802 and 2804 for failure to reimburse
24 business expenses to Plaintiff and other aggrieved employees as herein alleged.

25 122. Pursuant to Labor Code Section 2699(c)(1), Plaintiff is an "aggrieved employee"
26 because he was employed by the alleged violators and personally suffered each of the alleged
27 violations committed against him, and therefore is properly suited to represent the interests of all other
28 aggrieved employees.

1 123. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
2 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
3 aggrieved employees under PAGA.

4 124. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
5 recover civil penalties, injunctive relief, in addition to other remedies, for violations of the Labor Code
6 sections cited above.

7 125. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein
8 pursuant to Labor Code Section 2699(g)(1).

9 **PRAYER FOR RELIEF**

10 Plaintiff, individually and on behalf of all others similarly situated and other Class Members,
11 other aggrieved employees, and the State of California, prays for relief and judgment against
12 Defendants, jointly and severally, as follows:

- 13 1. For certification of this action as a class action, including certifying the Class and
14 Subclass alleged by Plaintiff;
- 15 2. For appointment of Plaintiff Luis A. Dominguez Castro as the class representative;
- 16 3. For appointment of Aris LLP as class counsel for all purposes;
- 17 4. For compensatory damages in an amount according to proof with interest thereon;
- 18 5. For economic and/or special damages in an amount according to proof with interest
19 thereon;
- 20 6. For damages, monetary relief, wages, premiums, benefits and penalties, including
21 interest thereon;
- 22 7. For waiting time penalties pursuant to Labor Code Section 203;
- 23 8. For the amounts provided for in Labor Code Section 226.7;
- 24 9. For liquidated damages pursuant to Labor Code Section 1194.2;
- 25 10. For statutory penalties to the extent permitted by law, including those pursuant to the
26 Labor Code and IWC Wage Orders;
- 27 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
28 acquired by Defendants through unfair or unlawful business practices pursuant to

Business and Professions Code Sections 17200 *et seq.*;

12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code Sections 17200, *et seq.*;

13. For permanent injunctive relief described in the UCL, and PAGA causes of action;

14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6 and Civil Code Sections 3287 and 3289, and applicable law;

15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;

16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226, 1194, 2699 and 2802, and Code of Civil Procedure Section 1021.5;

17. For a declaratory judgment that the practices complained of herein are unlawful under California law;

18. Such other equitable relief as the Court may deem proper;

19. For treble damages;

20. For PAGA penalties; and

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

Dated: September 10, 2026

ARIS LLP

By: 

Daniel J. Hyun
Shelly Song

Attorneys for Plaintiff LUIS A. DOMINGUEZ CASTRO

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Dated: September 10, 2026

By:

Shelly Song

Attorneys for Plaintiff LUIS A. DOMINGUEZ CASTRO