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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MANUAL ARANDA GARCIA, an individual, on behalf of himself and all others similarly situated, and on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

M.O. DION & SONS, INC., a California Corporation; RELADYNE WEST, LLC, a Delaware Limited Liability Company; RELADYNE RELIABILITY SERVICES, INC., a Delaware Corporation; NICK BARBIERI TRUCKING, LLC, a California Limited Liability Company; and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 26STCV24615

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

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

10. Violation of California Business & Professions Code § 17200, *et seq.;*
11. Violation of California Labor Code § 2698, *et seq*. (Civil Penalties Under the Private Attorneys General Act).

DEMAND FOR JURY TRIAL

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

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants M.O. DION & SONS, INC., RELADYNE WEST, LLC, RELADYNE RELIABILITY SERVICES, INC., NICK BARBIERI TRUCKING, LLC, and DOES 1 to 50, for violations of the California Labor Code, civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. ("PAGA"), and unfair business practices arising from Defendants' failure to pay all overtime and minimum wages owed, failure to provide compliant meal and rest periods, failure to timely pay wages during employment and upon separation from employment, failure to furnish accurate wage statements, failure to keep required payroll records, and failure to reimburse necessary business-related expenses.

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

3. Plaintiff brings the Eleventh Cause of Action as a representative action under PAGA to recover civil penalties owed to Plaintiff, the State of California, and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of

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California during the relevant statutory period (the "PAGA Period") and who suffered the violations alleged herein (hereinafter referred to as the "Aggrieved Employees").

JURISDICTION AND VENUE

4. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, *et seq*. The monetary damages, restitution, and civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

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

8. Plaintiff is, and at all relevant times was, an "aggrieved employee" within the meaning of California Labor Code section 2699(c)(1), in that he was employed by Defendants in California as an hourly-paid, non-exempt warehouse associate and personally suffered each of the Labor Code violations alleged herein during the PAGA Period.

9. On August 3, 2026, Plaintiff, through counsel, provided written notice by online electronic submission to the Labor and Workforce Development Agency ("LWDA"), and by U.S. Certified Mail to Defendants M.O. DION & SONS, INC., RELADYNE WEST, LLC,

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RELADYNE RELIABILITY SERVICES, INC., and NICK BARBIERI TRUCKING, LLC, through their agent for service of process, of the specific provisions of the California Labor Code alleged to have been violated, together with the facts and theories supporting the alleged violations, in compliance with Labor Code section 2699.3(a)(1). Plaintiff paid the filing fee required by Labor Code section 2699.3(a)(1)(B).

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

PARTIES

11. Plaintiff MANUAL ARANDA GARCIA is an individual residing in the State of California, County of Los Angeles.

12. Defendant M.O. DION & SONS, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

13. Defendant RELADYNE WEST, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

14. Defendant RELADYNE RELIABILITY SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

15. Defendant NICK BARBIERI TRUCKING, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

16. At all relevant times, Defendants M.O. DION & SONS, INC., RELADYNE WEST, LLC, RELADYNE RELIABILITY SERVICES, INC., and NICK BARBIERI

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TRUCKING, LLC, were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

17. At all times herein relevant, Defendants M.O. DION & SONS, INC., RELADYNE WEST, LLC, RELADYNE RELIABILITY SERVICES, INC., NICK BARBIERI TRUCKING, LLC, and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

18. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff and the Class as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

19. Defendants M.O. DION & SONS, INC., RELADYNE WEST, LLC, RELADYNE RELIABILITY SERVICES, INC., NICK BARBIERI TRUCKING, LLC, and DOES 1 to 50 will hereinafter collectively be referred to as "Defendants."

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

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CLASS ACTION ALLEGATIONS

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

22. The proposed class is defined as follows:

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

23. Plaintiff reserves the right to establish additional subclasses as appropriate.

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

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

b. Typicality: Plaintiff's claims are typical of the Class Members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the Class with whom he has a well-defined community of interest.

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

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have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

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

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

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff and the Class to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the Class;

d. Whether Defendants deprived Plaintiff and the Class of meal and/or rest periods or required Plaintiff and the Class to work during meal and/or rest periods without compensation;

e. Whether Defendants failed to pay minimum wages to Plaintiff and the Class for all hours worked;

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f. Whether Defendants failed to pay all wages due to Plaintiff and the Class within the required time upon their discharge or resignation;

g. Whether Defendants failed to timely pay all wages due to Plaintiff and the Class during their employment;

h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;

i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

j. Whether Defendants failed to reimburse Plaintiff and the Class for necessary business-related expenses and costs;

k. Whether Defendants' conduct was willful or reckless;

l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*.;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the Class are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

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

27. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately June 29, 2020, through May 5, 2026, when his employment with Defendants ended, in the State of California, County of Los Angeles.

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

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

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

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

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

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

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

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff, the Class Members, and the Aggrieved Employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties. Among other things, Defendants routinely required Plaintiff, the Class Members, and the Aggrieved Employees to remain on Defendants' premises during meal and rest periods and

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required Plaintiff, the Class Members, and the Aggrieved Employees to interrupt, cut short, or forgo meal periods entirely in order to attend to customers and other work duties during what should have been duty-free break time.

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

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

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

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants rounded the work time recorded by Plaintiff, the Class Members, and the Aggrieved Employees in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff, the Class Members, and the Aggrieved Employees being underpaid for their time worked.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees

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were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not receive all such wages owed to them at the time of their discharge or resignation.

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

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

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, including the use of personal cell phones for work purposes and the purchase of tools and equipment required to perform their job duties, and that Plaintiff, the Class Members, and the Aggrieved Employees were not reimbursed for these expenses.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class Members,

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and the Aggrieved Employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiff, the Class Members, and the Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

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

48. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff, the Class Members, and the Aggrieved Employees. Among other things, Plaintiff, the Class Members, and the Aggrieved Employees were routinely interrupted during meal periods by customers and work-related demands, were required to remain on Defendants' premises during meal and rest periods, and were denied their legally mandated rest periods altogether.

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

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

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

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

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

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

55. During the relevant time period, Defendants failed to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for all necessary business-related expenses and costs. This included the failure to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for the use of their personal cell phone to answer calls from coworkers, place and receive orders, communicate with customers, and clock in/out for shifts. Additionally, Plaintiff, the Class Members, and the Aggrieved Employees were required to purchase tools and equipment necessary to perform their job duties, including drills, tools use to open barrels, air compressors, pliers, and work boots.

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

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against All Defendants)

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

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

60. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the Class who worked more than eight (8) hours in a day or

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forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

61. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Class overtime compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

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

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

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

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

SECOND CAUSE OF ACTION

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

(Against All Defendants)

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

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

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Defendants.

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

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

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

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

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

74. During the relevant time period, Defendants maintained a policy and practice of requiring Plaintiff and the Class to remain available to attend to customers during their meal periods, resulting in meal periods that were regularly interrupted, cut short, or missed altogether. Plaintiff and the Class were further required to remain on Defendants' premises during meal periods, in violation of the requirement that meal periods be duty-free and that employees be

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relieved of all work duties and employer control.

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

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

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

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

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

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

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

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

82. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

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hours worked, or major fraction thereof," unless the total daily work time is less than three and one-half (3 ½) hours.

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

84. During the relevant time period, Defendants maintained a policy and practice of requiring Plaintiff and the Class to remain on Defendants' premises and available to work throughout their shifts, as a result of which Plaintiff and the Class did not receive their legally mandated rest periods at all.

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

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

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

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

FOURTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

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fixed minimum is unlawful.

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

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

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

94. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

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

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

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quitting.

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

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

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

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

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204

(Against All Defendants)

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

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

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

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are due and payable between the first and tenth day of the following month.

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

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

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

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

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

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

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location within the State of California.

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

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

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

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

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

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1174(d)

(Against All Defendants)

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

115. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

116. Defendants have intentionally and willfully failed to keep accurate and complete

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payroll records showing the hours worked daily and the wages paid to Plaintiff and the Class.

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

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

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

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

120. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

121. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including but not limited to the use of personal cell phones for work-related calls, communications, and timekeeping purposes, and the purchase of tools, equipment, and work boots required to perform their job duties.

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

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

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TENTH CAUSE OF ACTION

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

(Against All Defendants)

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

125. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business &Professions Code section 17200, *et seq*. A violation of California Business & Professions Code section 17200, *et seq*. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800, and 2802.

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

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

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

ELEVENTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act, California Labor Code § 2698, *et seq*.

(Against All Defendants)

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

130. Plaintiff is an "aggrieved employee" as defined by California Labor Code section 2699(c)(1) and has satisfied the notice and exhaustion requirements of California Labor Code section 2699.3, as alleged above.

131. Defendants required Plaintiff and the Aggrieved Employees to perform work off the clock without compensation by requiring them to attend to customers and other work duties during scheduled meal periods, rounded their recorded time in a manner that was not fair and neutral and/or that favored Defendants, and failed to accurately record the actual time they worked. As a result, Plaintiff and the Aggrieved Employees worked hours in excess of the daily and weekly overtime thresholds for which Defendants did not pay overtime at the required rates. Defendants' failure to pay legally required overtime wages to Plaintiff and the Aggrieved Employees, as alleged above, violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order.

132. Defendants' rounding practices and failure to pay for all hours worked, as alleged above, resulted in Plaintiff and the Aggrieved Employees not being paid at least minimum wage for all hours worked. Defendants' failure to pay legally required minimum wages to Plaintiff and the Aggrieved Employees, as alleged above, violates California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order.

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133. Defendants' failure to provide Plaintiff and the Aggrieved Employees with timely, uninterrupted, duty-free meal periods of at least thirty (30) minutes, by requiring them to remain on Defendants' premises and to attend to customers during meal periods, and Defendants' failure to pay them one additional hour of pay at their regular rate of compensation for each workday on which a compliant meal period was not provided, as alleged above, violates California Labor Code sections 226.7, 512(a), and 1198 and the applicable IWC Wage Order.

134. Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take timely, uninterrupted rest periods, by requiring them to remain on Defendants' premises and available to work throughout their shifts, and Defendants' failure to pay them one additional hour of pay at their regular rate of compensation for each workday on which a compliant rest period was not provided, as alleged above, violates California Labor Code section 226.7 and 1198 and the applicable IWC Wage Order.

135. Defendants' failure to pay Plaintiff and the Aggrieved Employees all wages due to them within the time required during their employment, as alleged above, violates California Labor Code section 204.

136. Defendants' failure to furnish complete and accurate itemized wage statements to Plaintiff and the Aggrieved Employees, including wage statements that failed to show the actual gross wages earned, the total hours worked, and the correct name of the legal entity that was the employer, as alleged above, violates California Labor Code section 226(a).

137. Defendants' failure to keep complete and accurate payroll records showing the hours worked daily by, and the wages paid to, Plaintiff and the Aggrieved Employees, as alleged above, violates California Labor Code section 1174(d).

138. Defendants' failure to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenditures, including the use of personal cell phones for work-related calls, communications, and timekeeping purposes, and the purchase of tools, equipment, and work boots required to perform their job duties, as alleged above, violates California Labor Code sections 2800 and 2802 and the applicable IWC Wage Order.

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139. Defendants' failure to pay all wages due to Plaintiff and the Aggrieved Employees within the time required upon the end of their employment, as alleged above, violates California Labor Code sections 201 and 202.

140. Plaintiff, individually and on behalf of the State of California and the Aggrieved Employees, is entitled to recover civil penalties pursuant to California Labor Code sections 2699(a) and (f), including default penalties, and penalties under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 1199 and the penalty provisions of the applicable IWC Wage Order, for each of the violations described above, in an amount to be shown according to proof at trial.

141. Defendants' conduct giving rise to the violations alleged above was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

142. Plaintiff also seeks injunctive relief to ensure Defendants' compliance with the California Labor Code provisions alleged above.

143. Pursuant to California Labor Code section 2699(m), of any civil penalties recovered in this action, sixty-five percent (65%) shall be distributed to the Labor and Workforce Development Agency and thirty-five percent (35%) shall be distributed among the Aggrieved Employees.

144. Plaintiff, as a prevailing employee under PAGA, is entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(k).

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

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

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Class Certification

1. That this action be certified as a class action;

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

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

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

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

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

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California Labor Code section 1194 (a);

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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thereto;

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated

45. California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the Class as required by California Labor Code section 1174(d);

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

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

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

As to the Ninth Cause of Action

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

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

51. For the imposition of civil penalties and/or statutory penalties;

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

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

As to the Tenth Cause of Action

54. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200*, et seq*. by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing

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to timely pay Plaintiff's and the Class Members' wages, failing to provide Plaintiff and Class with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiff and the Class for necessary business-related expenses and costs.

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

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

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

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

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

As to the Eleventh Cause of Action

60. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510, 1198, 1194, 1197, 1197.1, 226.7, 512(a), 204, 226(a), 1174(d), 2800, 2802, 201, and 202, and the applicable IWC Wage Order, as to Plaintiff and the Aggrieved Employees;

61. For civil penalties pursuant to California Labor Code sections 2699(a) and (f), including default penalties, and penalties under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 1199 and the penalty provisions of the applicable IWC Wage Order, in an amount to be shown according to proof at trial;

62. For injunctive relief to ensure Defendants' compliance with the California Labor Code provisions alleged above;

63. For an order directing that sixty-five percent (65%) of any civil penalties recovered be distributed to the Labor and Workforce Development Agency and thirty-five

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percent (35%) be distributed among the Aggrieved Employees, pursuant to California Labor Code section 2699(m);

64. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699(k); and

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

Dated: October 8, 2026

MORGAN & MORGAN CALIFORNIA LLP

By: _____

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

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