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JORGE VALERO, and ANGEL SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ARTURO ORTIZ, individually, and on behalf of other members of the general public similarly situated, JORGE VALERO, individually, and on behalf of other members of the general public similarly situated, ANGEL SANCHEZ, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

HOLLYWOOD DELIVERY SERVICE, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2432874

FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
7. Failure to Timely Pay Final Wages at Termination (Lab. Code §§ 201-203);
8. Failure to Provide Paid Sick Leave (Lab. Code §§245, et seq.);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
10. Civil Penalties Under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

DEMAND FOR JURY TRIAL

Plaintiffs ARTURO ORTIZ, JORGE VALERO, and ANGEL SANCHEZ ("Plaintiffs"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, individually and on behalf of all other members of the public similarly situated, allege as follows:

THE PARTIES

1. Plaintiffs are California residents who worked for Defendant HOLLYWOOD DELIVERY SERVICE, INC., and DOES 1 through 10 ("Defendants") in California.

2. Plaintiff JORGE VALERO was an hourly, non-exempt employee. He worked for Defendants as a dock worker from approximately May 2017 to September 2024.

3. Plaintiff ARTURO ORTIZ was an hourly, non-exempt employee. He worked for the Employer as a dock worker from approximately January 2013 to 2017 and as a warehouse supervisor from approximately 2017 to September 2024.

4. Plaintiff ANGEL SANCHEZ was an hourly, non-exempt employee. He worked for the Employer as a dock worker from approximately April 2018 to September 2024.

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

6. Plaintiffs allege, on information and belief, that Defendants are, and at all times herein mentioned, were:

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

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

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

8. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs and a significant number of the Class Members in the State of California.

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

10. Plaintiffs allege, on information and belief, that, at all relevant times, each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest and/or predecessor-in-interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs allege, on information and belief, that each Defendant acted pursuant to and

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within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants. Defendants are thus jointly and severally liable to Plaintiffs and the Class Members on the claims asserted in this action.

11. Plaintiffs allege, on information and belief, that, at all relevant times, Defendants, and each of them, were joint employers of Plaintiffs and of the Class Members because they exerted significant control over these employees and dictated essential terms and conditions of employment, including, but not limited to, setting employees' wages and paying them, sending employees to different Defendants' places of business to perform part of their job duties there, and to work some of their work hours at different Defendants' locations, as well as to use various equipment types at those Defendants' locations. Defendants are thus jointly and severally liable to Plaintiffs and the Class Members on the claims asserted in this action.

12. Plaintiffs also allege, on information and belief, that Defendants operated as an integrated enterprise and are thus jointly and severally liable to Plaintiffs and the Class Members on the claims asserted in this action because they had (1) common ownership or financial control, (2) common management, (3) centralized control of labor relations, and/or (4) an interrelation of operations of Defendants.

13. Plaintiffs are informed and believe, and, on that basis, allege that those Defendants who are individuals ("Alter Ego Defendants") so dominated and controlled Defendants who were business entities (collectively, "Corporate Defendants") that failure to disregard the purported corporate entities, partnerships, companies, and/or organizations would sanction fraud and promote injustice.

JURISDICTION AND VENUE

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

15. This class action is brought pursuant to California Code of Civil Procedure section

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382. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiffs' share of damages, penalties, and other relief sought in this action does not exceed $75,000.

16. This Court has jurisdiction over Defendants because Defendants are either 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 the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action because there is no complete diversity, and this case falls within the statutory exceptions to "minimal diversity" jurisdiction under the Class action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information and belief, two-thirds or more of the Class Members and Defendants are citizens of California and/or (a) two-thirds of the Class Members and Defendants are citizens of California; (b) the alleged wage and hour violations occurred in California; (c) significant relief is being sought against Defendants, whose violations of California wage and hour laws form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

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

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiffs worked for Defendants in California as non-exempt employees paid hourly. Plaintiffs regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

19. Plaintiffs bring this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time and overtime wages), failure to authorize and permit Plaintiffs to take

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meal/rest periods, failure to pay reporting time premiums, failure to reimburse for business expenses, failure to pay all wages at termination, failure to provide paid sick leave, and failure to furnish accurate wage statements. Defendants' managers also engaged in systematic and widespread altering of time records to hide violations of the Labor Code. As discussed below, Plaintiffs' experience working for Defendants were typical and illustrative.

20. Plaintiffs brings the First through Ninth Causes of Action, individually, and on behalf of a Class of certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). **The Class consists of Plaintiffs and all individuals who, for one or more hours during the period from October 30, 2020, through June 30, 2026 (the "Class Period"), provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, *et seq*., including current and former employees. All current and former employees who previously signed Pick-Up Stix Settlement Agreements are specifically excluded from definition of Class Members.**

21. **Plaintiff brings the Tenth Cause of Action as a representative action under California's Private Attorneys General Act of 2004 ("PAGA") to recover civil penalties from Defendants on behalf of themselves, the State of California, and all individuals who, for one or more hours during the period from October 28, 2023, through June 30, 2026 (the "PAGA Period"), provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, *et seq*., including current and former employees, inclusive of the current and former employees who previously signed Pick-Up Stix Settlement Agreements ("Aggrieved Employees").**

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

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

(a) Failing to pay employees for all hours worked, including minimum, straight time, and overtime wages; for example, Defendants:

1) required employees to perform work off-the-clock, without compensation; and/or

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

3) required them to continue working during unpaid meal and rest periods; and/or

4) failed to maintain accurate records of the hours worked.

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

1) required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work. For instance, due to a heavy workload and understaffing, the Plaintiffs' meal breaks were often shorter than 30 minutes, interrupted by supervisors, or taken late. Plaintiffs also did not take their second meal break when they worked more than 10 hours and did not receive the compensation owed; and/or

2) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; and/or

3) denied employees permission to take a meal period and/or to leave

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the premises for meal periods; and/or

4) failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own time-keeping.

(c) Failing to authorize and permit employees to take timely and duty-free rest periods; for example, Defendants:

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

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

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

(d) Falsifying and/or altering time records to avoid paying for all hours worked, overtime rates, and meal and rest break penalties. The timekeeping system often malfunctioned, and for some periods, Defendants did not provide pay stubs to some Plaintiffs, among other issues;

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the correct legal entity's name, address, Plaintiffs' last four digits of social security number, paid sick leave time balance, overtime rates, meal and rest break premiums, and the total wages for all hours worked, among other things;

(f) Failing to indemnify employees for work-related expenses;

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(g) Failing to timely pay employees their final wages upon separation of employment, including, but not limited to, minimum wages, straight time wages, overtime wages, meal and rest period premium wages; and

(h) Failing to provide paid sick leave as required by the Healthy Workplaces, Healthy Families Act of 2014 under California Labor Code § 245, et seq.;

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

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

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

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

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

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

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have

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to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

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

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

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

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CLASS ACTION ALLEGATIONS

27. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure section 382.

28. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

29. **The proposed Class consists of and is defined as:**

All individuals who, for one or more hours during the Class Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, *et seq*., including current and former employees. All current and former employees who previously signed Pick-Up Stix Settlement Agreements are specifically excluded from definition of Class Members.

30. **The proposed Class Period is defined as:**

The period from October 30, 2020, through June 30, 2026.

31. At all material times, Plaintiffs were members of the Class.

32. Plaintiffs undertook this concerted activity to improve the wages and working

conditions of all Class Members.

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

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

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

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

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

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

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

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already commenced by or against members of the Class;

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

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

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

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

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

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

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

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

(e) Failed to indemnify Class Members for expenditures;

(f) Failed to timely pay all wages at termination;

(g) Failed to provide Class Members with paid sick leave; and/or

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

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

37. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

38. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

39. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. For instance, Plaintiffs worked during meal and rest periods while clocked out and were not compensated for this work. They also answered messages from management and sometimes worked after their shifts, including physical examinations and drug tests, while clocked out. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

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

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

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

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

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

45. Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

47. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

48. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and

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one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek.

49. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants. For instance, Plaintiffs worked during meal and rest periods while clocked out and were not compensated for this work. They also answered messages from management and sometimes worked after their shifts, including physical examinations and drug tests, while clocked out. Some of this work should have been compensated at the overtime rate.

50. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by Labor Code §§ 510 and 1198.

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

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

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

54. Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours

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worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

55. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

56. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11; *Brinker Restaurant Corp v. Superior Ct*. (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage an employee from taking a meal break. (*Id*. at p. 1040.) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. (*Id.* at p. 1035.) "An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v. Daiohs USA, Inc*., (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand'" would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks." (*Id.* at p. 1040.)

57. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for

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each workday that a legally required meal period was not timely provided or was not duty-free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee a meal or rest break constitutes "wages." (Naranjo v Spectrum Security Services, Inc. (2022) 13 Cal.5th 93.)

58. Defendants failed to provide employees a timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions of the California Labor Code and IWC Wage Order.

59. For example, due to a heavy workload and understaffing, the Plaintiffs' meal breaks were often shorter than 30 minutes, interrupted by supervisors, or taken late. Furthermore, Plaintiffs did not take their second meal break when they worked more than 10 hours and did not receive the compensation owed. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

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

FOURTH CAUSE OF ACTION

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

61. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

62. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20

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minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

63. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks when employees worked more than four hours in a workday. Due to a heavy workload and understaffing, Plaintiffs almost never took their rest breaks. By Defendants' failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

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

FIFTH CAUSE OF ACTION

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

65. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

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

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

67. In addition, California Labor Code § 246(i) required employers to provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

68. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiffs' paystubs did not list the accurate legal entity's name, address, Plaintiffs' last four digits of social security number, paid sick leave time balance, overtime rates, the rest and meal break premiums, and the total wages for all hours worked, among other things.

69. As a result of Defendants' violation of Labor Code §§ 226(a) and 246(i), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

70. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) and 246(i) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

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

72. Plaintiffs and the Class are entitled to recover from Defendants the greater of their

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actual damages caused by Defendants' failure to comply with Labor Code §§ 226(a) and 246(i), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

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

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

74. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

75. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

76. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

77. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

78. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

79. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

80. At all times herein set forth, Labor Code §§ 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 that if an employee voluntarily leaves 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 previous notice of his or her intention to quit, in which case the

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employee is entitled to his or her wages at the time of quitting.

81. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other member will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

82. Defendants' failure to pay those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

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

84. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

85. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

EIGTHTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Paid Sick Leave)

86. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

87. California Senate Bill (SB) 616 went into effect on January 1, 2024, and amended California Labor Code sections 245.5, 246, and 246.5, increasing the minimum required amount of paid sick leave for California employers to 40 hours or five days, whichever is greater. SB 616 also details the way in which employee accrue paid sick leave. Employers can select any of the following methods by which employees can accrue paid sick leave: (1) One hour of PSL for every

30 hours worked; (2) Front loading of paid sick leave to give employees an up-front accrual of 40 hours (or five days) of PSL at the start of their employment and each 12 months thereafter; or (3) At a rate other than one hour for every 30 hours worked provided that the accrual is regular and results in at least 24 hours (or three days) of PSL by the 120*th* day of employment and 40 hours (or five days) of paid sick leave by the 200*th* day of employment. (Amending Lab. Code. § 246)

88. Plaintiffs allege, that Defendants have or had a policy or practice of failing to provide Plaintiffs with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 245, *et seq*.)

89. Plaintiffs are further informed and believe that Defendants did not permit its use upon request by Plaintiffs as required under Labor Code § 246.5. As such, Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

90. Plaintiffs and the Class are entitled to statutory penalties pursuant to Labor Code § 247 and 248.5.

91. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 248.5.

NINETH CAUSE OF ACTION

(Against All Defendants for Violations of California

Business & Professions Code §§ 17200, et seq.)

92. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

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

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

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

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

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

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

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

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

101. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members

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suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

103. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

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TENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698*, et seq*., for Violations of California Labor Code Sections

(Brought by Plaintiff on Behalf of Himself and Aggrieved Employees Against All Defendants)

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

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

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

107. Plaintiff exhausted the administrative prerequisites to the commencement of this action as required by Labor Code section 2699.3. On October 28, 2024, Plaintiff submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants, via certified mail, identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiff paid the required filing fee. The LWDA assigned this matter Case No. LWDA-CM-1058726-24.

108. The 65-day statutory period for LWDA to respond has elapsed, and the LWDA has not provided notice of its intent to investigate. Accordingly, Plaintiff has satisfied the administrative exhaustion requirements of Labor Code section 2699.3 and is, therefore, authorized to pursue civil penalties under PAGA.

109. The statute of limitations applicable to the PAGA claims was tolled during the period of administrative exhaustion pursuant to Labor Code section 2699.3(d). **Accordingly, the "PAGA Period" is defined as:**

The period from October 28, 2023, through June 30, 2026.

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

111. Plaintiff has standing to pursue civil penalties for each of the violations alleged herein because Plaintiff was employed by Defendants during the PAGA Period and personally experienced each Labor Code violation identified in Plaintiff's PAGA Letter. The alleged violations arose from Defendants' uniform policies and practices and affected Plaintiff and other Aggrieved Employees in the same or a similar manner and were not the result of isolated or employee-specific circumstances.

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112. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections 201, 202, 204, 226, 226(a), 226.7, 510, 512 1174, 1194, 1197, and 1198.5.

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

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

115. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all Aggrieved Employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the Aggrieved Employees, as provided by Labor Code section 2699(m).

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

PRAYER FOR RELIEF

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

CLASS CERTIFICATION

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

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

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

AS TO THE FIRST CAUSE OF ACTION

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1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay failed to pay Class Members for all hours worked, including minimum wages and straight time wages;

2. For unpaid wages as may be appropriate; and

3. For liquidated damages.

AS TO THE SECOND CAUSE OF ACTION

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

2. For unpaid wages at overtime wage rates as may be appropriate; and

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

AS TO THE THIRD CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 226.7 and 512, and the IWC Wage Orders, for failing to provide meal periods;

2. For unpaid meal period premium wages as may be appropriate; and

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

AS TO THE FOURTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code § 226.7, and the IWC Wage Orders, for failing to provide rest periods;

2. For unpaid rest period premium wages as may be appropriate; and

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

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual damages, according to proof;

3. For statutory penalties pursuant to Labor Code § 226(e); and

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

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AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

2. For unpaid wages or unreimbursed business expenses as may be appropriate;

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed in a timely manner upon separation of employment;

2. For statutory wage penalties pursuant to Labor Code § 203 for former employees who have left Defendants' employ; and

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

AS TO THE EIGHTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code § 246 and 246.5 by willfully failing to provide paid sick leave;

2. For every paid sick leave day/hour unlawfully withheld; and

3. For statutory penalties pursuant to Labor Code § 247 and 248.5; and

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

AS TO THE NINETH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by the foregoing violations.

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

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

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

AS TO THE TENTH CAUSE OF ACTION

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(For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698*, et seq*., for Violations of California Labor Code Sections)

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

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

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

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

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

5. For interest as permitted by law;

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

<u>**AS TO ALL CAUSES OF ACTION**</u>

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

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

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

4. For any additional relief that the Court deems just and proper.

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Respectfully submitted,

Dated: July 16, 2026

WILSHIRE LAW FIRM

By: ______________________________

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

Attorneys for Plaintiff

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PROOF OF SERVICE
Arturo Ortiz et al. v. Hollywood Delivery Services, Inc.
CIVSB2432874

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Dariane Rose, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is Dariane.rose@wilshirelawfirm.com.

On July 16, 2026, I served the following:

1. **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT**
2. **PROOF OF SERVICE**

on the interested parties as follows:

Richard D. Marca (SBN 127365)
Richard.Marca@varnerbrandt.com
Alisha L. Maline (SBN 345697)
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Madison R. Montgomery
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Telephone: (951) 274-7777
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Attorneys for Defendants

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this July 16, 2026, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose