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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
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By: Heather Patrick, Deputy

Attorneys for Plaintiff ALFONSO OCHOA,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SUTTER

ALFONSO OCHOA, as an individual and on behalf of all employees similarly situated,

Plaintiff,

v.

BARROW'S LANDSCAPING, INC., a California Corporation; DOES 1 through 50, inclusive,

Defendants.

Case No. CVCS26-0002061

Amended as a matter of right, pursuant to Labor Code Section 2699.3(a)(2)(c)

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

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Plaintiff ALFONSO OCHOA (hereinafter referred to as "Plaintiff") on behalf of himself and all others similarly situated, and as representative of the State of California and the Labor and Workforce Development Agency ("LWDA"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, complains and alleges as follows:

INTRODUCTION

1. This is a class action brought on behalf of Plaintiff and the class he seeks to represent ("Class" or "Class Members"). Class Members consist of all non-exempt, hourly-paid employees currently and/or formerly employed by BARROW'S LANDSCAPING, INC. in the State of California during the Class Period. The term "Class Period" is defined as four (4) years prior to the filing of this Complaint through the date final judgment is entered. Plaintiff reserves the right to amend this Complaint to reflect a different "Class Period" or "Class" as further discovery is conducted.

2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief against BARROW'S LANDSCAPING, INC. ("Defendant") for Defendants' failure to pay all wages due; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to provide accurate itemized wage statements upon payment of wages; failure to reimburse for necessary expenditures; failure to pay wages of terminated or resigned employees; and failure to provide correct paid sick leave and provide accurate sick leave amount balance.

3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business practices.

4. At all relevant times herein, Defendant has consistently maintained and enforced against Plaintiff and Class the following unlawful practices and policies:

(a) willfully refusing to pay Plaintiff and Class for all hours worked;

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(b) willfully refusing to provide correct paid sick leave and written notice of accurate paid sick leave;

(b) willfully refusing to permit Plaintiff and Class from taking meal periods or compensation in lieu thereof;

(c) willfully refusing to permit Plaintiff and Class from taking rest periods or compensation in lieu thereof;

(d) willfully refusing to maintain accurate records and to furnish to Plaintiff and Class accurate itemized wage statements upon payment of wages;

(e) willfully refusing to compensate Plaintiff and certain members of the Class wages due and owing at the time of Plaintiff and Class Members' employment with Defendant ended; and

(f) willfully refusing to reimburse Plaintiff and Class for necessary expenditures.

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

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

7. Plaintiff further brings this action as a representative of the State of California and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq., for violations of numerous Labor Code provisions, including, but not limited to, sections 201-

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203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2441 as well as violations of the applicable Wage Order.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district and in the County of Sutter, California because Defendant maintained its location and/or transacted business in this county, the obligations and liability arise in this county, and work was performed by members of the proposed class made the subject of this action in this county.

9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional 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.

10. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollars ($75,000.00) jurisdictional threshold for Federal Court and the five million dollars ($5,000,000.00) aggregate jurisdictional threshold for Federal Court and, upon information and belief, Plaintiff and Defendant are residents of, domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of Civil Procedure, the Rules of Court, and the Business and Professions Code.

THE PARTIES

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a gardening maintenance worker from September 9, 2025 to March 12, 2026 primarily in Sutter County. Each of the Class

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Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

B. Defendant

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a California corporation. On information and belief, Defendant was and/or is the employer of Plaintiff and Class during the Class Period. Plaintiff also alleges that Defendant is conducting business in good standing in California.

13. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that these Defendants are legally responsible for the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff and Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of each DOE Defendants when ascertained.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Class.

15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the Defendant, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendant.

16. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,

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principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent, and knowledge, approval and/or ratification of the other Defendant.

17. The above Defendant, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

ADMINISTRATIVE PREREQUISITE

18. On August 10, 2026, prior to filing this complaint, Plaintiff gave written notice by electronically filing the notice with the Labor Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM- 1196554-26), and by certified mail to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code Section 2699.3.

19. A true and correct copy of Plaintiff's letter sent to the LWDA dated August 10, 2026, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not responded to the written notice.

20. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause of action under PAGA only after giving notice to the Labor Workforce Development Agency ("LWDA") and the employer of the Labor Code Sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice.

21. More than sixty-five (65) days have passed without notice from the LWDA. Accordingly, all administrative prerequisites for filing this action have been fulfilled.

GENERAL ALLEGATIONS

22. Plaintiff was employed as a gardening maintenance worker from September 9, 2025 to March 12, 2026.

23. Labor Code Section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to

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recover in a civil action the unpaid balance of his or her overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

24. Labor Code Section 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

25. Labor Code Sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

26. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during Class period, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were

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not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked.

27. Further, Business and Professions Code Section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code Section 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

28. During all, or a portion of the Class Period, Plaintiff and each member of the Class was employed by Defendant in the State of California.

29. Plaintiff and Class Members were non-exempt employees covered under one or more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders, regulations and statutes, and each Class Member was not subject to an exemption for executive, administrative or professional employees, which imposed obligations on the part of Defendant to pay Plaintiff and Class Members lawful overtime compensation.

30. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period compensation.

31. During the Class Period, Defendant was obligated to pay Plaintiff and Class Members overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were required to work overtime in excess of eight (8) hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper overtime rate of pay.

32. During the Class Period, Defendant maintained a policy and practice of failing to pay Plaintiff and Class Members for all hours worked and overtime. Defendant required Plaintiff and Class Members to work in excess of eight (8) hours per day and forty (40) hours per week, but failed to pay all overtime pay. Defendant paid with a regular hourly rate for the

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hours exceeding eight (8) hours per day and forty (40) hours per week as confirmed by Plaintiff's records.

33. During the Class Period, Defendant also maintained a policy and practice of failing to pay Plaintiff and Class Members the correct wages based on the hours worked and the applicable hourly rates reflected on their wage statements, resulting in underpayment, as confirmed by Plaintiff's records.

34. During the Class Period, Defendant also regularly used a system of time rounding including rounding and auto-deducting meal periods in a manner that resulted, over a period of time, in failing to compensate Plaintiff and Class Members properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and Class Members less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

35. During the Class Period, Plaintiff and Class Members were regularly required to perform off-the-clock work during their meal periods without compensation. Specifically, Defendant required Plaintiff and Class Members to remain available for work during their meal periods by keeping their phones on, responding to work-related text messages and telephone calls, and returning to work when directed or requested to do so during their meal periods.

36. During the Class Period, Defendant was obligated to provide Plaintiff and Class with a work-free meal period within the first five (5) hours of a shift when the workday was longer than five (5) hours. Plaintiff and Class Members were entitled to a full, thirty (30) minute, off-duty meal period when they worked in excess of five (5) hours within the first five (5) hours of their shifts. Defendant regularly required Plaintiff and Class Members to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and Class Members for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and Class Members of their right to take a meal

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period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.

37. Based on information and belief, Defendant failed to instruct and permit Plaintiff and Class Members to record their meal periods. Instead, Defendant maintained a practice of falsifying meal-period records by automatically recording 30-minute meal periods at a predetermined time during each shift and automatically deducting 30 minutes from employees' compensable time, regardless of whether a meal period was actually taken, when it was taken, or whether it was timely and otherwise compliant. As confirmed by Plaintiff's records, Defendant consistently recorded and deducted a 30-minute meal period from 11:30 a.m. to 12:00 p.m. on Plaintiff's shifts, irrespective of Plaintiff's actual shift start time or the actual time at which Plaintiff took a meal period. Plaintiff further testified that Plaintiff's and Class Members' meal periods were generally scheduled to begin at 12:00 p.m., regardless of the time their shifts began, notwithstanding Defendant's practice of automatically recording those meal periods as beginning at 11:30 a.m. Moreover, even accepting Defendant's falsified records reflecting an 11:30 a.m. meal-period start time, Plaintiff and Class Members who began work before 6:30 a.m. were, by default, recorded as receiving meal periods more than five hours after the start of their shifts.

38. Based on information and belief, Plaintiff and Class Members were also regularly required to perform work during their meal periods. Specifically, Plaintiff and Class Members were required to keep their phones on and remain available for work, respond to work-related text messages and telephone calls, and return to work when directed or requested to do so during their meal periods.

39. Based on information and belief, Plaintiff and Class Members were also not permitted to leave the jobsite during their meal periods and were allowed to take meal periods only when, and if, instructed or authorized to do so by their supervisors.

40. Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and Class Members' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual

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and/or constructive knowledge that Plaintiff and Class Members did not receive lawful meal periods. Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and Class Members' meal periods.

41. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and Class Members not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and Class Members in compliance with California law.

42. Additionally, Defendant were obligated to provide Plaintiff and Class Members with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day. Defendant regularly required Plaintiff and Class Members to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and Class Members for rest periods that were not authorized or permitted. Based on information and belief, Plaintiff and Class Members were also regularly required to perform work during their rest periods. Specifically, Plaintiff and Class Members were required to keep their phones on and remain available for work, respond to work-related text messages and telephone calls, and return to work when directed or requested to do so during their rest periods. Based on information and belief, Plaintiff and Class Members were also not permitted to leave the jobsite during their rest periods. Based on information and belief, Defendant's supervisors also regularly deprived Plaintiff and Class Members of proper bathroom breaks by instructing them to use the restroom only while they were off the clock, thereby requiring Plaintiff and Class Members to clock out or otherwise remain uncompensated for time spent taking necessary bathroom breaks. Accordingly, Defendant's policy and practice was for Plaintiff and Class Members to not provide genuine compliant rest periods for every four hours or major fraction and to not authorize or permit them to take compliant rest periods.

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43. Furthermore, Defendant failed and/or refused to pay Plaintiff and Class Members one (1) hour's pay at the employees' regular rate of pay as premium compensation for Defendant's failure to provide lawful thirty (30) minute, off-duty meal periods and failure to provide lawful ten (10) minute rest periods within the statutory time frames. The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC,* 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the base hourly rate.

44. Defendant also failed to indemnify Plaintiff and Class Members all necessary expenditures incurred in direct discharge of their duties. Defendant wrongfully required Plaintiff and Class Members to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Defendant failed to reimburse Plaintiff and Class Members for necessary business expenses incurred through the use of their personal cellular phones. Specifically, Plaintiff and Class Members were required to use their personal cellular phones to download and utilize an application required by Defendant to track their locations and record the time spent at each jobsite, but Defendant failed to reimburse them for the associated cellular phone expenses. Defendant also failed to reimburse Plaintiff and Class Members for expenses incurred in laundering and maintaining their required work uniforms, including hats and shirts, which became heavily soiled in the course of performing their job duties.

45. Defendant continues to employ non-exempt, hourly-paid employees within California.

46. Plaintiff and Class Members primarily performed non-exempt work, often in excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s), regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime compensation at the rate of one and a half times their regular rate of pay and, when applicable, double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or statutes.

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47. During the Class Period, Defendant required Plaintiff and Class Members to work regular hours, off the clock hours, and overtime hours without lawful compensation in violation of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and affected Class Members.

48. Class Members who ended their employment with Defendant during the Class Period but were not paid the above due compensation for all hours worked timely upon the termination of their employment as required by Labor Code Sections 201, 202, and 203 are entitled to penalties as provided by Labor Code Section 203.

49. Pursuant to Labor Code Section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

50. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and Class Members. Defendant falsified Plaintiff's and Class Members' time records by automatically recording 30-minute meal periods and deducting 30 minutes of compensable time from each shift, regardless of whether a meal period was actually taken, timely provided, or otherwise compliant.

51. During the Class Period, Defendant failed to furnish Plaintiff and Class with accurate, itemized wage statements showing Defendant's legal entity address, all gross and net wages earned, correct hours worked, correct wages earned for hours worked, correct accrued sick leave, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law. As a result of these

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violations of California Labor Code § 226(a), Plaintiff and Class suffered injury because, among other things:

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

(b) the violations led them to believe that they had been paid the minimum, 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 overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;

(d) the violations led them to believe they had been paid 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 overtime, meal period premium, and rest period premium owed to them;

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

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

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

Thus, Plaintiff and Class are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

52. Defendant knew or should have known that Plaintiff and Class members were entitled to receive accurate wage statements, which would include meal break premiums, and/or rest break premiums, as required by Labor Code 226.

53. Defendant knew or should have known that Plaintiff and Class Members were entitled to timely payment of all wages earned upon termination. Plaintiff and Class Members did not receive payment of all wages, including but not limited to meal and rest break premiums, in violation of the Labor Code.

54. During Class Period, Defendant failed to provide correct paid sick leave to Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

55. Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available. Upon information and belief, Defendant failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and Class Members with the correct amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Based on information and belief, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to Class Members throughout the relevant time period. Based on

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information and belief, throughout the relevant period, Defendant failed to provide correct notice of sick leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class Members would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and Class Members.

56. In violation of Labor Code § 247.5, Defendant failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff and Class Members, permitting the presumption that Plaintiff and Class Members were entitled to the maximum number of hours accruable under this article. Accordingly, Plaintiff and Class Members are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law.

57. Labor Code § 2441 provides that every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

58. California Code of Regulations, title 8, Section 3395(c) provides that employees shall have access to portable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.

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59. However, Defendant failed to provide access to fresh and pure drinking water for Plaintiff and Class Members in compliance with above mentioned requirement. On information and belief, Plaintiff and Class Members were not provided with fresh and pure drinking water and were instead required to drink tap water from the same source they used to wash their hands, which had an unpleasant taste and was not suitable for drinking.

60. Together, Labor Code Sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of Sections 1198 and 1199, which subject Defendant to civil penalties under Labor Code Sections 1197.1 and 2699.

CLASS ALLEGATIONS

61. Plaintiff brings this action on behalf of himself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

(a) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite minimum wage, regular time rate, overtime rate and/or double-time rate as well as were not provided a paid sick leave and written notice of accrued paid sick leave as specifically described herein;

(b) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not

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been provided a meal period for shifts in excess of five (5) hours within the first five (5) hours such shifts, and were not provided one (1) hour's pay for each day during which a lawful meal period was not provided;

(c) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four (4) hours, or major fraction thereof, worked per day, and were not provided compensation of one (1) hour's pay for each day on which such rest period(s) was not provided;

(d) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been reimbursed expenditures in discharge of their duties;

(e) All persons who are employed or have been employed by Defendant in the State of California, and who, within the three (3) years of the filing of this Complaint to the present, have worked as non-exempt employees and have been terminated or resigned, and have not been paid wages pursuant to Labor Code Section 203 and are owed restitution and waiting time penalties for unpaid wages;

(f) All persons who are employed or have been employed by Defendant in the State of California, and who, within the one (1) year of the filing of this Complaint to the present have worked as non-exempt employees and were not provided an accurate payroll record or wage statement as required under Labor Code Sections 226 and 1174;

(g) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were subjected to unlawful and unfair business practices within the meaning of

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California's Unfair Competition Law and who suffered injury, including lost money, as a result of Defendant's unlawful and unfair business practices.

62. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

63. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

64. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure Section 382 because:

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

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

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

(d) Plaintiff and Class Members 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 common law and statutory violations and other improprieties and in obtaining adequate compensation for the damages and injuries which Defendant's actions have inflicted upon Class;

(f) There is a community of interest in ensuring that the combined assets and available insurance of the Defendant are sufficient to adequately compensate Class Members for the injuries sustained;

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

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(1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish an incompatible standard of conduct for Defendant; 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 parties who are, or may be, responsible Defendant; and

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

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

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

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

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated

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herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

1. The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
2. The extent and nature of any litigation concerning the controversy 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 California 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

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their rights at the same time as their privacy is protected.

66. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendant's own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would 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 Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay All Wages for All Hours Worked and Provide Paid Sick Leave and Written Notice of Accrued Sick Leave

(Against Defendant, DOES 1 through 50, and each of them)

67. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

68. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

69. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

70. Further, pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

71. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

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72. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and Class Members for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

73. Plaintiff and Class Members were required to work overtime in excess of eight (8) hours per workday and in excess of forty (40) hours per workweek, but were not paid at the proper overtime rate of pay.

74. During the Class Period, Defendant maintained a policy and practice of failing to pay Plaintiff and Class Members for all hours worked and overtime. Defendant required Plaintiff and Class Members to work in excess of eight (8) hours per day and forty (40) hours per week, but failed to pay all overtime pay. Defendant paid with a regular hourly rate for the hours exceeding eight (8) hours per day and forty (40) hours per week as confirmed by Plaintiff's records.

75. During the Class Period, Defendant also maintained a policy and practice of failing to pay Plaintiff and Class Members the correct wages based on the hours worked and the applicable hourly rates reflected on their wage statements, resulting in underpayment, as confirmed by Plaintiff's records.

76. During the Class Period, Defendant also regularly used a system of time rounding including rounding and auto-deducting meal periods in a manner that resulted, over a period of time, in failing to compensate Plaintiff and Class Members properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and Class Members less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

77. During the Class Period, Plaintiff and Class Members were regularly required to perform off-the-clock work during their meal periods without compensation. Specifically, Defendant required Plaintiff and Class Members to remain available for work during their meal

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periods by keeping their phones on, responding to work-related text messages and telephone calls, and returning to work when directed or requested to do so during their meal periods.

78. During Class Period, Defendant failed to provide correct paid sick leave to Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation). Labor Code Section 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available. Upon information and belief, Defendant failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and Class Members with the correct amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Based on information and belief, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to Class Members throughout the relevant time period. Based on information and belief, throughout the relevant period, Defendant failed to provide correct notice of sick leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class Members would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and Class Members.

79. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,

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inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during Class period, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked.

80. Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

81. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

82. That calculation of individual damages for Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981) 30 Cal.3d 256).

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83. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

84. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

85. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

86. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

87. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this Section.

88. Defendant failed to schedule Plaintiff and Class Members in a manner as to reasonably ensure that Plaintiff and Class Members could take such meal periods within the statutory timeframe. As a result, Plaintiff and Class were often forced to forego their meal periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their shifts. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

89. At all times relevant hereto, Plaintiff and Class have worked more than five (5) hours in a workday.

90. At all times relevant hereto, Defendant failed to schedule Plaintiff and Class

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Members in a manner so as to reasonably provide work-free meal periods in accordance with Labor Code Sections 226.7 and 512 and failed to record meal periods.

91. By virtue of Defendant's failure to schedule Plaintiff and Class Members in such a way as to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

92. Plaintiff, individually and on behalf of Class Members, requests recovery of meal period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

93. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

94. The IWC Wage Orders and Labor Code Section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

95. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

96. During the Class Period, Defendant did not provide Plaintiff and Class Members with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore, Plaintiff and Class Members were not provided lawful rest periods.

97. Defendant failed and/or refused to implement a policy by which Plaintiff and Class Members could receive rest periods and/or work free rest periods. By and through its actions,

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Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512.

98. At all times relevant hereto, Plaintiff and Class have worked more than four (4) hours in a workday.

99. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer, damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

100. Plaintiff, individually and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this Complaint, as well as the assessment of any statutory penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

FOURTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Against Defendant, DOES 1 through 50, and each of them)

101. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

102. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central location in California, or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily by, and the wages paid to, each employee.

103. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and Class Members. During the Class Period, Defendant failed to maintain accurate time records and falsified Plaintiff's and Class Members' time records. Plaintiff and Class Members were never required to record their time and/or sign or verify the timesheets. Plaintiff believes Plaintiff's and Class Members supervisors would complete the timesheets with hours worked by Plaintiff and Class Members as opposed to Plaintiff and Class Members clocking in and out electronically or recording their actual time on a handwritten timesheet. Plaintiff and Class Members would never see the timesheets completed by their

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supervisors or verify the hours worked by them. Defendant refused to permit Plaintiff and Class Members to personally record their actual time, and while recording Plaintiff's and Class Members time falsified the time records.

104. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant' records. Therefore, Plaintiff and Class Members had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and Class Members have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and Class Members have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

105. Labor Code Section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing showing

> (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only 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 corresponding number of hours worked at each hourly rate by the employee . . . .

106. Moreover, the IWC Wage Orders require that every employer shall keep accurate

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information with respect to each employee, including time records showing when each employee begins and ends each work period, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay.

107. Plaintiff is informed and believes that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect when Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods or worked for hours not paid. Defendant also failed to include a correct minimum wage hourly rate which is a blatant violation of the Labor Code and failed to record Plaintiff's and Class Members' meal periods.

108. Labor Code Section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars ($50.00) for the initial violation and one hundred dollars ($100.00) for each subsequent violation, up to four thousand dollars ($4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Class.

109. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699, subdivision (f)(2), Plaintiff and Class are entitled to penalties of $100.00 and for the initial violation and $200.00 for each subsequent violation for every pay period during which these records and information were not kept by Defendant.

110. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and Class are entitled to statutory penalties pursuant to Labor Code Section 1174.5.

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FIFTH CAUSE OF ACTION

Failure to Pay Wages upon Termination of Employment

(Against Defendant, DOES 1 through 50, and each of them)

111. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

112. Plaintiff and certain Class who ended their employment with Defendant during the Class Period, were entitled to be promptly paid for all hours worked, including lawful regular time compensation, overtime compensation, double-time compensation, and other premiums, as required by Labor Code Sections 201 through 203. Plaintiff is also entitled to meal period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

113. Plaintiff and Class were not compensated for their unlawful and/or missed meal periods and/or rest periods, and were not paid proper regular time compensation, overtime compensation or double-time compensation in accordance with law as a result of Defendant's illegal rounding practice.

114. To date, Plaintiff and Class Members who ended their employment with Defendant during the Class Period have not been compensated for all hours worked.

115. Plaintiff and the affected Class Members seek payment of penalties pursuant to Labor Code Section 203, according to proof.

116. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code Section 1194, and prejudgment interest.

SIXTH CAUSE OF ACTION

Failure to Reimburse for Necessary Business Expenditures

(Against Defendant, DOES 1 through 50, and each of them)

117. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

118. California Labor Code §2802, states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

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119. Plaintiff and Class were not reimbursed by Defendant for necessary expenditures as a direct consequence of the discharge of their duties. Plaintiff and Class incurred expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and Class for these employment-related expenses.

120. Defendant knowingly, willingly and intentionally attempted to offset the cost of doing business on the Plaintiff and Class.

121. Defendant had a corporate practice and policy of requiring Plaintiff and Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and Class for necessary expenditures.

122. Accordingly, Plaintiff and Class are entitled to an award of "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees and interest.

SEVENTH CAUSE OF ACTION

Unfair Business Practices

(Against Defendant, DOES 1 through 50, and each of them)

123. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

124. Business and Professions Code Section 17200 et seq. (also referred to herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

125. Business and Professions Code Section 17204 allows "a person who has suffered injury in fact and has lost money or property as a result of the unfair competition" to prosecute a civil action for violation of the Unfair Competition Law ("UCL").

126. Labor Code Section 90.5, subdivision (a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

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127. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code Sections 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2) as well as other statutes.

128. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code Section 17200 et seq.

129. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other similarly situated employees to labor for many consecutive hours without receiving the meal and rest periods and overtime compensation to which they are entitled by law, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

130. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury in fact in being denied their statutorily entitled meal and rest periods and full compensation for hours worked.

131. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and Class have suffered lost wages in an amount to be proven at trial.

132. Business and Professions Code Section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts and business practices alleged above.

133. Business and Professions Code Section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and

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Professions Code Section 17203 for all wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods taken away from them during the four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

134. Business and Professions Code Section 17202 provides, "Notwithstanding Section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code Section 17202.

135. Plaintiff's success in this action will enforce important rights affecting public interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

136. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure Section 1021.5 and otherwise.

EIGHTH CAUSE OF ACTION

Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq*.

(Against Defendants, DOES 1 through 50, and each of them)

137. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this complaint, as if fully alleged herein.

138. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney General Act of 2004 ("PAGA.") (Labor Code sections 2698 et seq.)

139. PAGA permits an "aggrieved employee" to recover penalties on behalf of himself/herself and other employees subject to violations of the Labor Code, including violations

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of sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2441 as well as the applicable Wage Order.

140. Plaintiff is informed and believes Defendants at all relevant times employed one or more employees.

141. For those code sections that provide for the recovery of civil penalties, Plaintiff will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code section 2699, subdivision (f).

142. Section 2699, subdivision (a) provides that civil penalties may be "recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g), provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys' fees and costs.

143. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys' fees and costs, according to proof.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

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

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

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendant violated California

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Labor Code §§201-203, 204, 245-248.6, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1199 and applicable IWC Wage Orders by willfully failing to pay all wages and sick leave pay due;

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendant violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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

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

13. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendant violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

As to the Fourth Cause of Action

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

21. For penalties and actual damages pursuant to California Labor Code § 226(e);

22. For injunctive relief to ensure compliance with this Section, pursuant to California Labor Code § 226(h);

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

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

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendant violated California Labor Code §§ 201, 202, 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendant's employ;

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

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

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

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendant violated Labor Code § 2802 and the IWC Wage Orders;

31. For general unpaid wages and reimbursement of business expenses as may be appropriate;

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

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

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

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendant violated California Business & Professions Code §§ 17200, *et seq*. by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

39. For injunctive relief to ensure compliance with this Section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, failing to provide drinking water and failing to furnish accurate wage statements;

42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

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

As to all Causes of Action

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

Dated: October 16, 2026

TUNYAN LAW, APC

Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiff ALFONSO OCHOA,
as an individual and on behalf of all employees similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff ALFONSO OCHOA hereby demands a jury trial on all issues so triable.

Dated: October 16, 2026

TUNYAN LAW, PAC



Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiff ALFONSO OCHOA,
as an individual and on behalf of all employees similarly situated

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Exhibit “A”

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TUNYAN LAW

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Tel: (323) 410-5050
ltunyan@tunyanlaw.com

August 10, 2026

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL
Return Receipt Requested
Barrow's Landscaping, Inc.
764 Winship Rd
Yuba City, CA 95991

VIA CERTIFIED MAIL
Return Receipt Requested
Eugene Barrow
Agent for Service of Process for
Barrow's Landscaping, Inc.
764 Winship Rd
Yuba City, CA 95991

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION § 2698 ET SEQ.

Re: *Ochoa v. Barrow's Landscaping, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Alfonso Ochoa ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Barrow's Landscaping, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

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Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a gardening maintenance worker from September 9, 2025 to March 12, 2026 primarily in Sutter County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Jaw, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203,226,226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

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Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked and overtime. Defendant required Plaintiff and the Aggrieved Employees to work in excess of eight (8) hours per day and forty (40) hours per week, but failed to pay all overtime pay. Defendant paid with a regular hourly rate for the hours exceeding eight (8) hours per day and forty (40) hours per week as confirmed by Plaintiff's records.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct wages based on the hours worked and the applicable hourly rates reflected on their wage statements, resulting in underpayment, as confirmed by Plaintiff's records.

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Throughout the statutory time period, Defendant also regularly used a system of time rounding including rounding and auto-deducting meal periods in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

Throughout the statutory period, based on information and belief, Plaintiff and the Aggrieved Employees were regularly required to perform off-the-clock work during their meal periods without compensation. Specifically, Defendant required Plaintiff and the Aggrieved Employees to remain available for work during their meal periods by keeping their phones on, responding to work-related text messages and telephone calls, and returning to work when directed or requested to do so during their meal periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.

Based on information and belief, Defendant failed to instruct and permit Plaintiff and the Aggrieved Employees to record their meal periods. Instead, Defendant maintained a practice of

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falsifying meal-period records by automatically recording 30-minute meal periods at a predetermined time during each shift and automatically deducting 30 minutes from employees' compensable time, regardless of whether a meal period was actually taken, when it was taken, or whether it was timely and otherwise compliant. As confirmed by Plaintiff's records, Defendant consistently recorded and deducted a 30-minute meal period from 11:30 a.m. to 12:00 p.m. on Plaintiff's shifts, irrespective of Plaintiff's actual shift start time or the actual time at which Plaintiff took a meal period. Plaintiff further testified that Plaintiff's and the Aggrieved Employees' meal periods were generally scheduled to begin at 12:00 p.m., regardless of the time their shifts began, notwithstanding Defendant's practice of automatically recording those meal periods as beginning at 11:30 a.m. Moreover, even accepting Defendant's falsified records reflecting an 11:30 a.m. meal-period start time, Plaintiff and the Aggrieved Employees who began work before 6:30 a.m. were, by default, recorded as receiving meal periods more than five hours after the start of their shifts.

Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to perform work during their meal periods. Specifically, Plaintiff and the Aggrieved Employees were required to keep their phones on and remain available for work, respond to work-related text messages and telephone calls, and return to work when directed or requested to do so during their meal periods.

Based on information and belief, Plaintiff and the Aggrieved Employees were also not permitted to leave the jobsite during their meal periods and were allowed to take meal periods only when, and if, instructed or authorized to do so by their supervisors.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods to thirty minutes resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

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As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section l l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted.

Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to perform work during their rest periods. Specifically, Plaintiff and the Aggrieved Employees were required to keep their phones on and remain available for work, respond to work-related text messages and telephone calls, and return to work when directed or requested to do so during their rest periods.

Based on information and belief, Plaintiff and the Aggrieved Employees were also not permitted to leave the jobsite during their rest periods.

Based on information and belief, Defendant's supervisors also regularly deprived Plaintiff and the Aggrieved Employees of proper bathroom breaks by instructing them to use the restroom only while they were off the clock, thereby requiring Plaintiff and the Aggrieved Employees to clock out or otherwise remain uncompensated for time spent taking necessary bathroom breaks.

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Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to not provide genuine compliant rest breaks for every four hours or major fraction and to not authorize or permit them to take compliant rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees. Defendant falsified Plaintiff's and the Aggrieved Employees' time records by automatically recording 30-minute meal periods and deducting 30 minutes of compensable time from each shift, regardless of whether a meal period was actually taken, timely provided, or otherwise compliant.

Throughout the statutory period, Defendant failed to maintain accurate time records. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and

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expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Defendant failed to reimburse Plaintiff and the Aggrieved Employees for necessary business expenses incurred through the use of their personal cellular phones. Specifically, Plaintiff and the Aggrieved Employees were required to use their personal cellular phones to download and utilize an application required by Defendant to track their locations and record the time spent at each jobsite, but Defendant failed to reimburse them for the associated cellular phone expenses.

Defendant also failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred in laundering and maintaining their required work uniforms, including hats and shirts, which became heavily soiled in the course of performing their job duties.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

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

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

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods. Additionally, while Plaintiff ended his employment on September 5, 2025, he was not paid his final wages until September 12, 2025.

Defendant's conduct violates Labor Code §§ 201 and 202.Labor Code § 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 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.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

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 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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

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The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to list Defendant's legal entity address, to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, the correct amount of accrued sick leave, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However,

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during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the relevant time period, Defendant failed to provide correct paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendant failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved Employees with the correct amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Based on information and belief, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide correct notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

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This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide Clean Drinking Water

Labor Code § 2441 provides that every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

California Code of Regulations, title 8, Section 3395(c) provides that employees shall have access to portable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.

However, Defendant failed to provide access to fresh and pure drinking water for Plaintiff and the Aggrieved Employees in compliance with above mentioned requirement. On information and belief, Plaintiff and the Aggrieved Employees were not provided with fresh and pure drinking water and were instead required to drink tap water from the same source they used to wash their hands, which had an unpleasant taste and was not suitable for drinking.

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Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2441 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1,1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2441 and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

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Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

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From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Monday, August 10, 2026 10:02:06 AM

8/10/2026

LWDA Case No. LWDA-CM-1196554-26
Law Firm : Tunyan Law, APC
Plaintiff Name : Alfonso Ochoa
Employer: Barrow's Landscaping, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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First-Class Mail® Letter	1		$1.40
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Weight: 0 lb 2.80 oz			
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Thu 08/13/2026			
Certified Mail®			$5.55
Tracking #:			
9589 0710 5270 2533 8825 63			
Return Receipt			$4.65
Tracking #:			
9590 9402 8037 2349 8187 64			
Total			$11.60

Grand Total: $11.60

Credit Card Remit $11.60
Card Name: AMEX
Account #: XXXXXXXXXXX1001
Approval #: 805786
Transaction #: 230
AID: A0000000025010801 Contactless
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☐ Adult Signature Required	$ $0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$1.40	
Total Postage and Fees	$11.60	08/10/2026

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Eugene Barrow
Agent for Service of Process
Barrow's Landscaping, Inc.
764 Winship Rd
Yuba City, CA 95991

PS Form 3800, Janua

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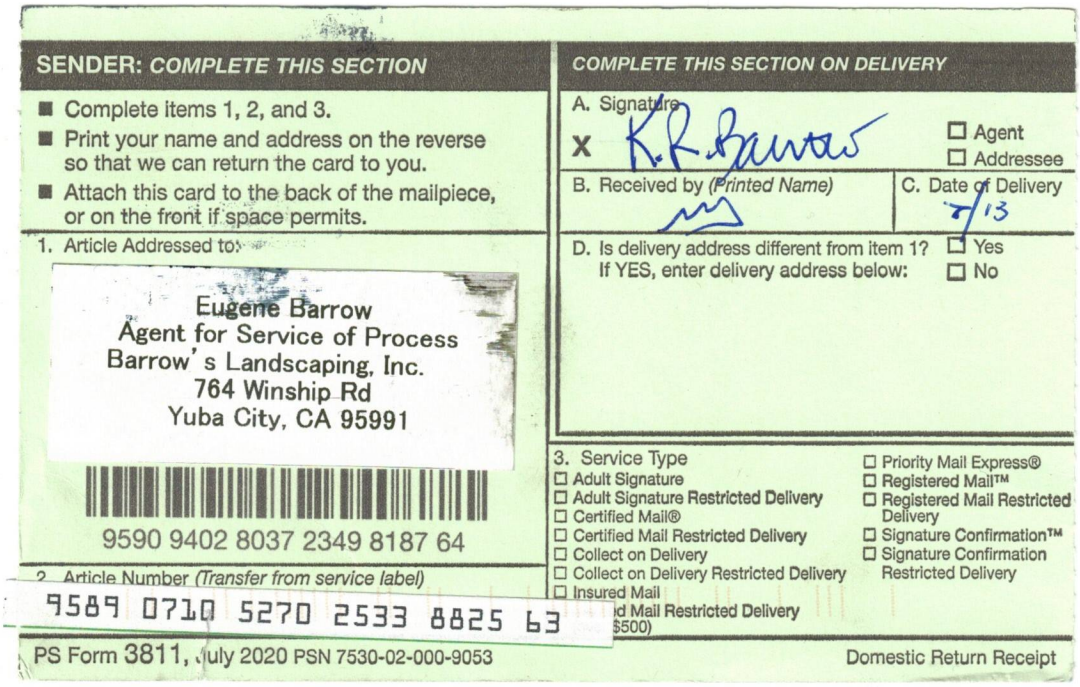

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Eugene Barrow
Agent for Service of Process
Barrow's Landscaping, Inc.
764 Winship Rd
Yuba City, CA 95991

9590 9402 8037 2349 8187 64

2. Article Number *(Transfer from service label)*

9589 0710 5270 2533 8825 63

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X K. R. Barrow ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 7/13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
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- ☐ Collect on Delivery Restricted Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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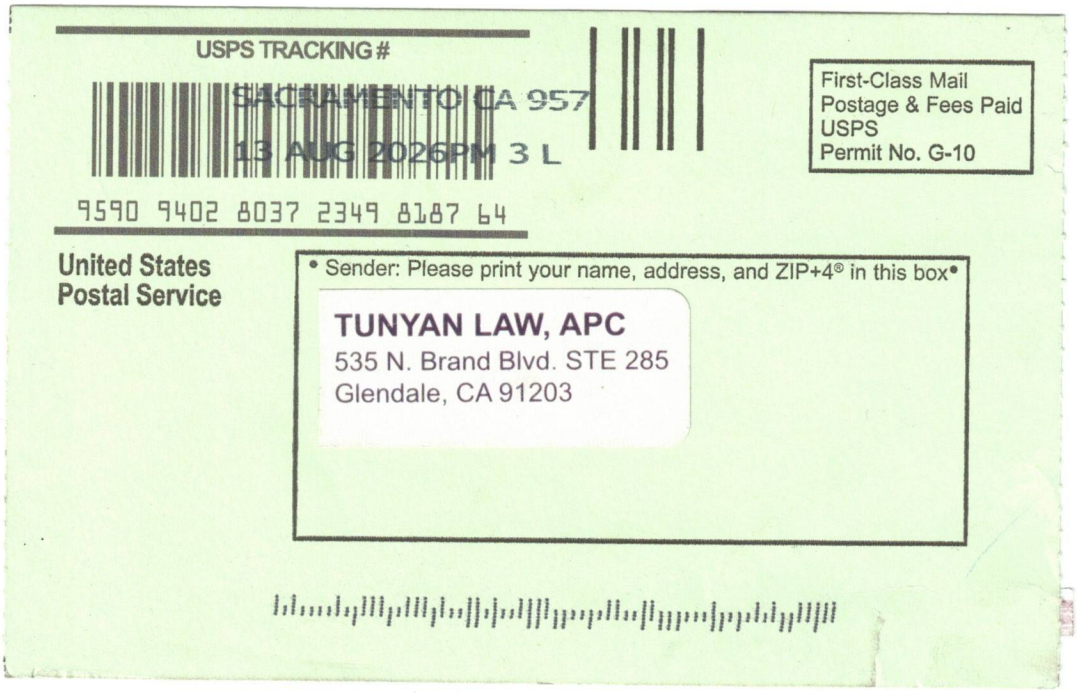

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285, Glendale, California 91203.

On the date indicated below, I served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Treaver Hodson
THodson@pkwhlaw.com
Ryan Parsons
rparsons@pkwhlaw.com
Casey Blanas
cblanas@pkwhlaw.com
Melissa Aguilar
maguilar@pkwhlaw.com
PALMER KAZANJIAN WOHL HODSON LLP
2277 Fair Oaks Blvd., Suite 455
Sacramento, CA 95825
Telephone: (916) 640-1527

Attorneys for Defendant BARROW'S LANDSCAPING, INC.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

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

Executed on October 16, 2026, at Glendale, California.

Imelda Orellana
Name

Signature