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Attorneys for Plaintiff Delany Villarreal, on behalf of herself. all similarly situated individuals, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DELANY VILLARREAL, on behalf of herself and all similarly situated individuals,

Plaintiff,

v.

STRETCHFIT CORP., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 26STCV28208

Assigned for All Purposes to the Hon. Samantha P. Jessner, Dept. 7

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 226.7, 246, 510, 512, 1194 AND 1194.2; IWC WAGE ORDER 10-2001)

2. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 10-2001)

3. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 510, 512, AND 1194; IWC WAGE ORDER 10-2001)

4. FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES (LABOR CODE § 2802)

5. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE

STATEMENT PROVISIONS (LABOR CODE § 226(a), (e))

6. FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203)

7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

8. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

[Amended as a Matter of Right Pursuant to Lab. Code § 2699.3(a)(2)(C)]

Complaint Filed: September 3, 2026

Plaintiff DELANY VILLARREAL ("Plaintiff"), individually on behalf of herself, all similarly situated individuals (the "Class"), on behalf of the general public, and as an "aggrieved employee" under Labor Code Private Attorneys General Act of 2004 ("PAGA"), complains of Defendants, and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class and Representative Action pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for STRETCHFIT CORP., a California corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as "Defendants") within the State of California.

2. From the date at least four (4) years prior to the filing of this Action (the "liability period"), Defendants have had a consistent policy of failing to pay the Class Members (as defined below) all wages due, failing to pay premium wages due to Class Members in lieu of missed, denied and unauthorized meal and rest periods, failing to reimburse Class Members for all business-related

expenses incurred, failing to provide Class Members accurately itemized wage statements, and failing to timely pay Class Members their wages upon separation of employment.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, and 2802 seeking compensation for all unpaid wages, premium meal and rest period wages, and unpaid business-related expenses, liquidated damages, statutory penalties, injunctive relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and Class Members and pursuant to Business & Professions Code §§ 17200-17208, also seeks restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to the Class Members.

5. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code § 2698 *et seq*., seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in Los Angeles County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff DELANY VILLARREAL was employed by Defendants from approximately March 2026 to July 2026 as a non-exempt employee in Los Angeles County, California.

8. During her work with Defendants, Plaintiff was:

a. Willfully denied payment of all wages due and owing during employment;

b. Willfully denied meal and rest breaks or premium wages in lieu thereof;

c. Willfully denied reimbursement of all business-related expenses;

d. Willfully denied accurately itemized wage statements; and

e. Willfully denied the timely payment of wages upon separation of her employment.

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B. Defendants

9. Defendant STRETCHFIT CORP. is a California corporation that operates in California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Los Angeles County, State of California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. 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 Defendants, 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 Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

> All current and former non-exempt California employees of Defendants at any time during the four (4) years prior to the filing of this Action through the date of judgment in this Action.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes is easily ascertainable.

A. Numerosity

16. The potential Class Members as defined are so numerous that joinder of all the members each the Class impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

17. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges that Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members not practicable.

B. Commonality

18. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants failed to pay all wages due and owing to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 246, 510, 512, 1194 and 1194.2 and IWC Wage Order 10-2001;

b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7, and IWC Wage Order 10-2001;

c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 10-2001;

d. Whether Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses incurred, in violation of Labor Code § 2802;

e. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);

f. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due and owing at separation of employment; and

g. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

20. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

21. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

22. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 226.7, 246, 510, 512, 1194 AND 1194.2; IWC WAGE ORDER 10-2001)

23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth herein.

24. During the liability period, Defendants failed to properly compute bonuses, commission wages, and/or non-base hourly wages earned by Plaintiff and Class Members into their regular rate of pay for purposes of paying them overtime wages, sick pay wages, and meal and rest period premiums, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194. Defendants paid Plaintiff and Class Members bonuses, commission wages, and/or non-base hourly wages; however, Defendants failed to properly blend these forms of pay, and instead paid Plaintiff and Class Members overtime wages, sick pay wages, and meal and rest period premiums based *only* on the base hourly rate of pay, thus depriving Plaintiff and Class Members of all meal and rest period premiums, overtime wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, and 1194.

25. In addition, during the liability period, Defendants required Plaintiff and Class Members to perform compensable work off-the-clock, including traveling between Defendants' locations during the workday and performing work during meal periods while clocked out. Specifically, when Plaintiff was scheduled to work at more than one location during the same workday, her manager instructed her to clock out when moving from one location to another. As a result of these practices, Defendants failed to record and compensate all hours worked by Plaintiff and Class Members, including hours compensable at the applicable minimum wage and, where the unrecorded time caused them to work overtime, at the applicable overtime rate. Defendants therefore failed to pay Plaintiff and Class Members all minimum and overtime wages due in violation of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 10-2001.

26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due, Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, liquidated damages, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code §§ 1194 and 1194.2.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 10-2001)

27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 10-2001.

29. Plaintiff and Class Members were not always authorized and permitted to take a compliant 10-minute rest period for every four (4) hours worked or major fraction thereof. Instead, Plaintiff and Class Members were required to work during purported rest periods and/or did not receive rest periods at all. Defendants nevertheless failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of compensation for each workday on which a compliant rest period was not provided, in violation of Labor Code § 226.7 and IWC Wage Order No. 10-2001.

30. Pursuant to Labor Code § 226.7 and IWC Wage Order 10-2001, Plaintiff seeks the payment of all rest period compensation which Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 10-2001)

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 10-2001.

33. Plaintiff and Class Members were not always provided with timely, uninterrupted, duty-free 30-minute meal periods for shifts exceeding five (5) hours, or second meal periods for shifts exceeding ten (10) hours. Instead, Plaintiff and Class Members were required to work during purported meal periods, had their meal periods interrupted by work duties, and/or did not receive meal periods at all. Defendants nevertheless failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of compensation for each workday on which a compliant meal period was not provided, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 10-2001.

34. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 10-2001, Plaintiff seeks the payment of all meal period compensation which Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

37. Plaintiff and Class Members were required to use their personal vehicles to travel between Defendants' locations during the workday but were not reimbursed by Defendants for mileage or other vehicle-related expenses incurred as a result of this required business travel.

38. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

39. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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 the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

42. As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements issued by Defendants fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

43. In addition, Defendants failed to provide Plaintiff and Class Members with written notice of the amount of paid sick leave available for use, or paid time off provided in lieu of sick leave, on their itemized wage statements or in a separate writing provided on the designated pay date, in violation of Labor Code § 246(i).

44. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiff and Class Members have been injured because they have not been paid all wages due and/or were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

45. Plaintiff incorporates paragraphs 1 through 44 of this Complaint as though fully set forth herein.

46. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

47. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment.

48. Separately, Plaintiff alleges that she was not paid all commissions earned and all accrued but unused vacation or PTO wages due at the separation of her employment. This violates Labor Code §§ 201-202 and 227.3 and is alleged on behalf of certain Class Members no longer employed by Defendants.

49. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

50. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

X.

SEVENTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

51. Plaintiff incorporates paragraphs 1 through 50 of this Complaint as though fully set forth herein.

52. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

53. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

54. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

55. Wage and hour laws express fundamental public policies. Properly providing employees with all wages and expense reimbursement due is a fundamental public policy of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

56. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair

business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

57. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 *et seq.* of the Business & Professions Code.

58. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 *et seq.* of the Business & Professions Code.

59. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

60. Unless restrained by this Court, Defendants will continue to engage in unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.,* this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the money Defendants have unlawfully failed to pay.

XI.

EIGHTH CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

61. Plaintiff incorporates paragraphs 1 through 60 of this Complaint as though fully set forth herein.

62. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* on behalf of herself and all

non-exempt employees employed between August 12, 2025 and the present ("Aggrieved Employees").

63. For each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), $100 for each initial violation and $200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, and 2802; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

64. Penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

65. On August 12, 2026, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq*. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of August 12, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as described below.

XII.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of all wages not paid to Plaintiff and Class Members pursuant to Labor Code § 1194;

2. For liquidated damages in the amount of all minimum wages not paid to Plaintiff and Class Members pursuant to Labor Code § 1194.2;

3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

4. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;

5. For reimbursement of all expenses incurred by Plaintiff and Class Members pursuant to Labor Code § 2802;

6. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;

7. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;

8. For penalties pursuant to Labor Code § 2698 *et seq.*, for Plaintiff and all other Aggrieved Employees;

9. An award of prejudgment and post-judgment interest;

10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;

11. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law;

12. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law; and

13. Such other and further relief as this Court may deem just and proper.

Dated: October 16, 2026

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: October 16, 2026

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
Attorney for Plaintiff

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On October 16, 2026, I served the foregoing document described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Steven M. Chanley, Esq.
Javad Navran, Esq.
EMPLOYER ADVOCATES GROUP
735 Tank Farm Road, Suite 130B
San Luis Obispo, CA 93401
chanley@eaglawgroup.com
navran@eaglawgroup.com
cc: Melanie Conrad (conrad@eaglawgroup.com)

_____ (BY □ U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

__X__ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission on CASEANYWHERE on the counsel of record listed above.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 16, 2026, at Westlake Village, California.

Amelia Charlton
AMELIA CHARLTON