ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/30/2026 10:26 AM
By: Gabrielle Rivera, DEPUTY

Michael A. Sigall (SBN 305849)
michael.sigall@forthepeople.com
TeamSigall@forthepeople.com
**MORGAN & MORGAN CALIFORNIA LLP**
633 W. 5th Street, Suite 2200
Los Angeles, California 90071
Tel: (213) 757-6003
Fax: (213) 418-3909

Attorneys for Plaintiff
and other Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

HUMBERTO MELENDEZ, an individual, on behalf of himself, the State of California, and other aggrieved employees pursuant to the Private Attorneys General Act,

Plaintiff,

v.

RUSH TRUCK CENTERS OF CALIFORNIA, INC., a Delaware Corporation; RUSH ENTERPRISES, INC., a Texas Corporation; RUSH ADMINISTRATIVE SERVICES, INC., a Delaware Corporation; and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: CIVSB2631772

**REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

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

MORGAN & MORGAN

COMES NOW, Plaintiff Humberto Melendez ("Plaintiff"), individually, and on behalf of the State of California and all other current and former non-exempt, hourly-paid mobile service technicians and similarly situated non-exempt or hourly-paid employees employed by Defendants in California during the applicable statutory period who suffered the violations described below ("Aggrieved Employees"), pursuant to the California Private Attorneys General Act, and alleges as follows:

**JURISDICTION AND VENUE**

1. This representative action is brought pursuant to California Labor Code section 2698, *et seq*. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including his share of the civil penalties sought and his pro rata share of attorneys' fees, is less than seventy-five thousand dollars ($75,000).

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

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of San Bernardino. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, including the County of San Bernardino, where Plaintiff has worked for Defendants as a Mobile Service Technician operating out of Defendants' Victorville, California location.

MORGAN & MORGAN

## PARTIES

5. Plaintiff Humberto Melendez is an individual residing in the State of California, County of San Bernardino. Since in or about March 2026, Plaintiff has been employed by Defendants in California as a non-exempt, hourly-paid Mobile Service Technician, and his employment ended on or about August 25, 2026.

6. Defendant Rush Truck Centers of California, Inc. is, and at all times herein mentioned was, upon information and belief, a Delaware corporation doing business in the State of California, including the County of San Bernardino, and an employer whose employees are engaged throughout the State of California.

7. Defendant Rush Enterprises, Inc. is, and at all times herein mentioned was, upon information and belief, a Texas corporation doing business in the State of California, including the County of San Bernardino, and an employer whose employees are engaged throughout the State of California.

8. Defendant Rush Administrative Services, Inc. is, and at all times herein mentioned was, upon information and belief, a Delaware corporation doing business in the State of California, including the County of San Bernardino, and an employer whose employees are engaged throughout the State of California.

9. At all times herein relevant, Rush Truck Centers of California, Inc., Rush Enterprises, Inc., Rush Administrative Services, Inc., and DOES 1 through 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and assigns of each other, and were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that

MORGAN & MORGAN

information and belief, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff and the Aggrieved Employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Rush Truck Centers of California, Inc., Rush Enterprises, Inc., Rush Administrative Services, Inc., and DOES 1 through 50 will hereinafter collectively be referred to as "Defendants."

12. Plaintiff further alleges that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

**PAGA ALLEGATIONS**

13. At all times herein set forth, the California Private Attorneys General Act ("PAGA") was applicable to Plaintiff's employment by Defendants.

14. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

15. Pursuant to California Labor Code section 2699(c)(1), a civil action under PAGA may be brought by an "aggrieved employee," who is any person who was employed by the alleged violator and who personally suffered each of the violations alleged during the period prescribed under California Code of Civil Procedure section 340.

16. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code section 2699(c)(1) because he has been employed by Defendants in California as a non-exempt,

MORGAN & MORGAN

hourly-paid Mobile Service Technician since in or about March 2026, and he personally suffered each of the violations alleged herein during the applicable statutory period. The other Aggrieved Employees are likewise "aggrieved employees" in that they are current or former non-exempt or hourly-paid employees of Defendants, and the alleged violations were committed against them.

17. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter, "Employee's Notice") to the LWDA and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter, "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties, in addition to any other penalties to which the employee may be entitled.

18. On August 25, 2026, Plaintiff provided written notice by online submission to the LWDA, together with the required filing fee of seventy-five dollars ($75), and, on August 26, 2026, by U.S. Certified Mail to Defendants Rush Truck Centers of California, Inc., Rush Enterprises, Inc., and Rush Administrative Services, Inc., of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) calendar days have passed since the postmark date of Plaintiff's notice, and Plaintiff has not received an LWDA Notice. Plaintiff has not

MORGAN & MORGAN

received any notice of Defendants' intention to cure the alleged violations.

19. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, and 1198.

## GENERAL ALLEGATIONS

20. At all relevant times set forth herein, Defendants employed Plaintiff and the other Aggrieved Employees in the State of California.

21. Defendants, jointly and severally, have employed Plaintiff in California as a non-exempt, hourly-paid Mobile Service Technician since in or about March 2026, having previously employed him in Texas. Plaintiff has most recently operated out of Defendants' Victorville, California location, in the County of San Bernardino.

22. The job duties of Plaintiff and the Aggrieved Employees required them to travel to various customer locations, as directed by Defendants' dispatch, to perform repairs on commercial trucks, ranging from diagnosing check engine lights to replacing radiators. Plaintiff and the Aggrieved Employees performed their work in the field, driving company-owned vehicles between customer job sites, and did not report to a fixed work location.

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

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

25. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

26. Defendants continue to employ non-exempt, hourly-paid mobile service technicians and similarly situated employees within the State of California.

27. Plaintiff and the Aggrieved Employees regularly worked shifts exceeding five (5)



MORGAN & MORGAN

and ten (10) hours in a workday, and worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

28. Plaintiff's stated base hourly rate was $33.80. However, Defendants paid Plaintiff holiday pay, which is intended to reflect an employee's regular, non-fluctuating base rate, at a rate of $40.12 per hour, a figure that, upon information and belief, combines Plaintiff's base hourly rate with a production bonus (reflected in Defendants' payroll as "BaseHourlyPay1" plus "Productn Bonus1"). Plaintiff's current hourly rate is approximately $40.87. Upon information and belief, Defendants paid Plaintiff and the Aggrieved Employees a variable, productivity-dependent effective base rate comprised of a fixed hourly component plus a production bonus.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their non-exempt, hourly-paid mobile service technicians and similarly situated field employees. This scheme involved, *inter alia*, requiring off-the-clock work during recorded meal periods, failing to pay them for all hours worked at the correct rates of pay, failing to calculate overtime compensation and meal and rest period premiums at the correct regular rate of pay, and failing to provide compliant meal periods and rest periods, in violation of California law.

30. Defendants' business model required Plaintiff and the Aggrieved Employees to be continuously available and moving between customer sites throughout the day. Defendants scheduled Plaintiff and the Aggrieved Employees for back-to-back customer appointments, which, as a result of Defendants' understaffing, left no realistic opportunity to take a duty-free meal period. Because Plaintiff and the Aggrieved Employees worked alone in the field with no one available to relieve them, they were frequently unable to be relieved of all duty during their meal periods, and they often ate their lunch while driving between customer locations rather than during a dedicated, off-duty meal period.

31. Defendants' business culture discouraged Plaintiff and the Aggrieved Employees from taking meal periods while working with a customer, because customers were treated as the priority and were not to be kept waiting. Even on the occasions when Plaintiff and the Aggrieved Employees clocked out for a meal period, Defendants required them to keep their phones on and

MORGAN & MORGAN

to monitor them closely, because dispatch could and did call them at any time regarding a customer they would then have to travel to service. As a result, the meal periods of Plaintiff and the Aggrieved Employees were frequently interrupted and were not duty-free.

32. As a direct result of these meal period practices, Plaintiff and the Aggrieved Employees performed compensable work, including driving between customer locations and remaining reachable and responsive to dispatch, during periods that were recorded, or should have been recorded, as unpaid meal periods. Defendants did not pay Plaintiff and the Aggrieved Employees minimum wages, straight time wages, or overtime compensation for this off-the-clock work, and did not include this time in calculating whether daily or weekly overtime thresholds were met.

33. For the same reasons, Plaintiff and the Aggrieved Employees were not authorized or permitted to take compliant, uninterrupted ten (10) minute rest periods. Working alone in the field with no one available to relieve them, Plaintiff and the Aggrieved Employees were expected to remain in continuous motion between customer job sites, and Defendants' customer service expectations and understaffing left them with no practical ability to take an off-duty rest period.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants' practice of paying a fluctuating effective base rate, comprised of a fixed hourly component plus a variable production bonus that Defendants folded into what they treated as the base rate of Plaintiff and the Aggrieved Employees for purposes such as holiday pay, resulted in Plaintiff and the Aggrieved Employees being undercompensated for hours worked, and that Defendants failed to calculate overtime compensation and meal and rest period premiums at the correct regular rate of pay, inclusive of all non-discretionary remuneration, including production bonuses.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive wages for overtime compensation at the correct regular rate of pay and that they were not receiving all such wages for overtime compensation.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the Aggrieved Employees the required rest and meal periods during



MORGAN & MORGAN

the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Order, and, thus, they are entitled to any and all applicable penalties.

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

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

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked, including off-the-clock work performed during recorded meal periods, and that they were not receiving at least minimum wages for all hours worked.

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

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate itemized wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to accurately state the total hours worked, because Defendants treated meal periods during which Plaintiff and the Aggrieved Employees remained on duty as non-working

MORGAN & MORGAN

time and did not reflect the off-the-clock work actually performed; the failure to state the correct gross wages earned; and, given Defendants' practice of paying an effective base rate that combined fixed and variable pay components, the failure to state all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they were required to keep accurate records of the actual hours worked by, and the meal periods taken, or not taken, by, Plaintiff and the Aggrieved Employees in accordance with California law, but they did not keep such accurate records.

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

44. At all material times set forth herein, Defendants failed to pay Plaintiff and the Aggrieved Employees for all hours worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

45. At all material times set forth herein, Defendants failed to provide compliant, uninterrupted meal and rest periods to Plaintiff and the Aggrieved Employees, and failed to pay them meal and rest period premiums at the correct regular rate of compensation.

46. At all material times set forth herein, Defendants failed to timely pay Plaintiff and the Aggrieved Employees all wages owed during their employment.

47. At all material times set forth herein, Defendants failed to provide complete and accurate itemized wage statements to Plaintiff and the Aggrieved Employees.

48. At all material times set forth herein, Defendants failed to keep accurate records of the hours worked and meal periods of Plaintiff and the Aggrieved Employees.

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

MORGAN & MORGAN

**FIRST CAUSE OF ACTION**

**Violation of California Labor Code § 2698, et seq.**

**(Against All Defendants)**

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

51. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

52. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

53. Plaintiff and the other Aggrieved Employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and the alleged violations were committed against them.

**Failure to Pay Wages for All Time Worked at Correct Rates, Including Minimum Wages, Straight Time Wages, and Overtime Compensation**

54. Defendants engaged in unlawful practices that resulted in the failure to pay Plaintiff and the Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Defendants required Plaintiff and the Aggrieved Employees to perform compensable work off-the-clock, including driving between customer locations and remaining reachable and responsive to dispatch, during periods that were recorded, or should have been recorded, as unpaid meal periods, and did not include that time in calculating whether daily or weekly overtime thresholds were met. Defendants also paid Plaintiff and the Aggrieved Employees a fluctuating effective base rate, comprised of a fixed



MORGAN & MORGAN

hourly component plus a variable production bonus, and, upon information and belief, failed to calculate overtime compensation at the correct regular rate of pay inclusive of all non-discretionary remuneration, including production bonuses. Defendants' failure to pay legally required wages for all hours worked, including overtime, at the correct rates is in violation of the applicable IWC Wage Order and constitutes a violation of California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

**Failure to Provide Meal Periods**

55. Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant, timely, uninterrupted thirty (30) minute meal periods before the end of the fifth hour of work, and failed to provide a second compliant meal period before the end of the tenth hour of work on days when more than ten (10) hours were worked. Defendants scheduled Plaintiff and the Aggrieved Employees for back-to-back customer appointments, provided no one to relieve them in the field, discouraged them from taking meal periods while working with a customer, and required them to keep their phones on and monitor dispatch during any meal period they did take, so that their meal periods were frequently interrupted and were not duty-free. Defendants failed to pay Plaintiff and the Aggrieved Employees one additional hour of pay at the regular rate of compensation for each workday a compliant meal period was not provided. Defendants' failure to provide legally required meal periods is in violation of the applicable IWC Wage Order and constitutes a violation of California Labor Code sections 226.7, 512(a), and 1198.

**Failure to Provide Rest Periods**

56. Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take compliant, uninterrupted ten (10) minute rest periods for every four (4) hours, or major fraction thereof, worked, and failed to relieve them of all duty during rest periods, because they worked alone in the field with no one available to relieve them and were expected to remain in continuous motion between customer job sites. Defendants failed to pay Plaintiff and the Aggrieved Employees one additional hour of pay at the regular rate of compensation for each workday a compliant rest period was not provided. Defendants' failure to provide legally required rest periods is in violation of the applicable IWC Wage Order and constitutes a violation of

MORGAN & MORGAN

California Labor Code sections 226.7 and 1198.

**Failure to Pay Minimum Wages**

57. Defendants' failure to pay Plaintiff and the Aggrieved Employees at least the minimum wage for all hours worked, including the off-the-clock work performed during recorded meal periods, is in violation of the applicable IWC Wage Order and constitutes a violation of California Labor Code sections 1194, 1197, and 1197.1.

**Failure to Timely Pay Wages During Employment**

58. Defendants willfully and intentionally failed to timely pay Plaintiff and the Aggrieved Employees all wages earned, including straight time wages, overtime compensation, minimum wages, and meal and rest period premiums, within the time periods required by California Labor Code section 204. Defendants' conduct constitutes a violation of California Labor Code section 204(a).

**Failure to Provide Complete and Accurate Wage Statements**

59. Defendants failed to provide Plaintiff and the Aggrieved Employees with complete and accurate itemized wage statements in accordance with California Labor Code section 226(a), including by failing to accurately state the total hours worked, the gross wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate. Defendants' failure to provide accurate itemized wage statements was knowing and intentional and constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Accurate Payroll Records**

60. Defendants failed to keep accurate records of the actual hours worked by, and the meal periods taken, or not taken, by, Plaintiff and the Aggrieved Employees, in accordance with California Labor Code section 1174(d). Defendants' conduct constitutes a violation of California Labor Code section 1174(d).

61. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of the State of California and the Aggrieved Employees, requests and is entitled to recover from Defendants, and each of them, all civil penalties pursuant to PAGA, including but not limited to:

MORGAN & MORGAN

a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for each violation, or two hundred dollars ($200) for each aggrieved employee per pay period for each violation where, within the preceding five years, the LWDA or any court issued a finding or determination to Defendants that their policy or practice giving rise to the violation was unlawful, or where Defendants' conduct was malicious, fraudulent, or oppressive;

b. Penalties under the applicable IWC Wage Order in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code, in the amount of one hundred dollars ($100) for each aggrieved employee for the initial violation, and two hundred dollars ($200) for each aggrieved employee for each subsequent violation or for any willful or intentional violation;

d. Penalties under California Labor Code sections 226.3, 558, 1174.5, and 1197.1, as applicable to each violation alleged herein; and

e. Any and all additional penalties and sums as provided by the California Labor Code and/or other applicable statutes.

62. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities, and thirty-five percent (35%) to the aggrieved employees.

63. Pursuant to California Labor Code sections 2699(e)(1) and 2699(k)(1), Plaintiff is further entitled to seek injunctive relief on behalf of himself and the other current and former employees affected by the violations alleged herein, to ensure Defendants' compliance with the



MORGAN & MORGAN

California Labor Code provisions identified above.

64. Plaintiff is further entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any other applicable statute.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of the State of California and the Aggrieved Employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of thirty-five thousand dollars ($35,000), as follows:

**As to the First Cause of Action**

1. For civil penalties pursuant to California Labor Code sections 2699(a) and (f), 210, 226.3, 558, 1174.5, and 1197.1, and the applicable IWC Wage Order, for violations of California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, and 1198;

2. For the statutory distribution of any civil penalties recovered, with sixty-five percent (65%) payable to the LWDA and thirty-five percent (35%) payable to the Aggrieved Employees, pursuant to California Labor Code section 2699(m);

3. For injunctive relief pursuant to California Labor Code sections 2699(e)(1) and 2699(k)(1);

4. For reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any other applicable statute; and

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

Dated: October 30, 2026

**MORGAN & MORGAN CALIFORNIA LLP**

By: _____
MICHAEL A. SIGALL

Attorneys for Plaintiff and other Aggrieved Employees

MORGAN & MORGAN