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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANA FRANCISCA CASTRO, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

FN LOGISTICS, LLC, a California Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 26STCV05012

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) FAILURE TO PAY ALL VACATION WAGES;
- (4) FAILURE TO TIMELY PAY WAGES;
- (5) MEAL PERIOD VIOLATIONS;
- (6) REST PERIOD VIOLATIONS;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) FAILURE TO MAINTAIN PERSONNEL AND PAYROLL RECORDS;
- (10) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (11) UNFAIR COMPETITION; &
- (12) PAGA PENALTIES

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

04/21/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

1 Plaintiff Ana Francisca Castro (“Plaintiff”), on behalf of herself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant FN Logistics, LLC (“Defendant”) and
3 DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a Southern California-based, family-owned, and operated logistics
6 company specializing in supply chain management, warehousing, and transportation.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
10 due to its failure to record and pay for all time worked off the clock. Plaintiff further alleges that
11 Defendant failed to pay all vested vacation wages due to its failure to correctly calculate the “regular
12 rate of pay.” Moreover, Plaintiff alleges that Defendants failed to pay all wages in a timely manner
13 in violation of Labor Code § 204. Plaintiff further alleges that Defendant’s meal and rest period
14 policies and practices failed to allow and permit non-exempt employees to take all compliant and
15 timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof. Next,
16 Plaintiff alleges that Defendant failed to provide non-exempt employees with accurate written
17 itemized wage statements in violation of Labor Code § 226(a), failed to reimburse all necessary
18 business expenses incurred, failed to timely pay all final wages upon separation of employment in
19 violation of Labor Code §§ 201-203, and failed to maintain and provide payroll records and personnel
20 files in violation of Labor Code §§ 1174.

21 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
22 violations under the Private Attorney General Act (“PAGA”).

23 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
24 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
25 herself and all other similarly situated non-exempt employees.

26 **JURISDICTION AND VENUE**

27 6. Plaintiff, on behalf of herself and all other similarly situated employees hereby bring
28 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-

203, 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1194, 1197.1, 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et seq.*

7. This class action is brought pursuant to California Code of Civil Procedure § 382.

8. This Court has jurisdiction over Defendant’s violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional minimum.

9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant operates in California within the County of Los Angeles, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Los Angeles and are and/or were the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

12. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Los Angeles.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
2 corporate, was responsible in some manner for the acts and omissions alleged herein and proximately
3 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

4 14. Plaintiff is informed, believes, and thereon alleges, that at all times mentioned herein,
5 Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein
6 mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have
7 been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents,
8 servants, and employees of each and every one of the other Defendants, as well as the agents of all
9 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency
10 and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
11 each and every one of the acts or omissions complained of herein.

12 15. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise and acting within the course and
14 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
15 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
16 Classes.

17 **COMMON FACTUAL ALLEGATIONS**

18 16. Defendant is a Southern California-based logistics company specializing in supply
19 chain management, warehousing, and transportation.

20 17. Plaintiff was employed by Defendant as a non-exempt employee in the role of
21 “Packing” role from February 6, 2023, to January 30, 2026. Based in Santa Fe Springs, California,
22 the Plaintiff was responsible for a variety of tasks, including, but not limited to, scanning, packing,
23 and preparing orders for shipment.

24 18. Alongside Plaintiff, other non-exempt employees, including but not limited to
25 Shipping and Receiving, Packing, Warehouse Worker, and Human Resources Assistant, played a
26 critical role in supporting Defendant’s daily operations and overall success across California.

27 19. Plaintiff and other non-exempt employees were responsible for a wide range of tasks
28 critical to the company’s operations, such as inventory, shipping, warehousing, transportation, and

1 overall logistics services. Their work ensured the effective operation of Defendant's assets. Despite
2 the essential nature of their contributions, Plaintiff and other non-exempt employees allege that
3 Defendant failed to comply with California labor laws, including but not limited to accurate
4 timekeeping, proper wage payment, and provision of meal and rest periods, as set forth below.

5 20. At all relevant times, Plaintiff and other non-exempt employees regularly worked
6 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
7 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
8 procedures, practices, working conditions, and corresponding wage and hour violations to which she
9 was subjected during her employment.

10 21. First, at all relevant times, Defendant has consistently failed to accurately record and
11 pay for all time worked, including the time non-exempt employees were under the employer's control.
12 This included a policy and practice of failing to properly record the time worked by non-exempt
13 employees, including all time spent working off the clock. As a result of this company-wide
14 policy/practice, Plaintiff and other non-exempt employees are not compensated for all the hours that
15 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
16 1194, 1197.1, 1199, and applicable Wage Orders.

17 22. As a result, over a period of time, Plaintiff and other non-exempt employees were not
18 properly paid for all hours worked, in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
19 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
20 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
21 in excess of eight hours per shift in violation of Labor Code § 510.

22 23. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
23 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
24 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
25 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
26 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
27 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
28 underpaid regardless of whether the initial violation was intentionally committed.

1 24. Labor Code § 510 requires an employer to compensate an employee who works more
2 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
3 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
4 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
5 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
6 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
7 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
8 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
9 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

10 25. Next, at all relevant times, Defendant utilized a policy and practice through which
11 Plaintiff and other non-exempt employees accrued vacation time and/or Paid Time Off ("PTO")
12 hours. However, on the occasions when Plaintiff and other non-exempt employees had accrued but
13 unused vacation hours or other PTO upon separation of employment, Defendant failed to pay for
14 these earned wages and, further, failed to pay for vested and unused vacation time and PTO at the
15 "final rate of pay" as required by Labor Code § 227.3.

16 26. Further, at all relevant times, Defendant failed to timely pay all wages to Plaintiff and
17 other non-exempt employees in violation of Labor Code § 204. Plaintiff and other non-exempt
18 employees were and are routinely paid on a "weekly, biweekly, or semimonthly" payroll, but
19 Defendant failed and continues to fail to pay all wages within seven (7) calendar days of the close of
20 the payroll period.

21 27. Labor Code § 204 "pertains to the timing of wage payments" and serves a very
22 important public policy objective. "It has long been recognized that wages are not ordinary debts, . .
23 . and that, because of the economic position of the average worker and, in particular, his dependence
24 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
25 he receive his pay when it is due." (*See also In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
26 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
27 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
28 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
2 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
3 each employee, plus 25 percent of the amount unlawfully withheld.

4 28. Due to Defendant's uniform pay policies/practices of failing to pay Plaintiff and other
5 non-exempt employees timely, Defendant violated the provisions of Labor Code § 204 and the
6 applicable Wage Orders. Accordingly, to the extent permitted by law, Plaintiff and non-exempt
7 employees are entitled to recover civil penalties pursuant to Labor Code §§ 210(a).

8 29. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
9 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
10 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
11 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
12 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
13 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed or permitted
14 to take a mandated second meal period before the end of the tenth hour of work in violation of the
15 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
16 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period
17 policies/procedures, operational requirements, and work demand.

18 30. In addition, for each missed or non-compliant meal period, Defendant failed and
19 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
20 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
21 5th 858 and Labor Code § 226.7.

22 31. Accordingly, due to Defendant's uniform meal period practices, non-exempt
23 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
24 226.7, 510, 516, and applicable Wage Orders.

25 32. Next, at all relevant times, Plaintiff and other non-exempt employees were not
26 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
27 to Defendant's uniform rest period policies/practices, operational requirements and work demands.
28 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-

1 minute duty-free rest period for every major fraction of four hours worked. This includes a second
2 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
3 a workday.

4 33. By not relieving all non-exempt employees of all duties during rest periods, Defendant
5 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
6 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
7 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
8 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
9 duty rest period to employees who worked as security guards and further explained: “that employers
10 [must] relinquish any control over how employees spend their break time and relieve their employees
11 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period;
12 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
13 rate of pay” as required by Labor Code § 226.7.

14 34. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
15 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
16 512, and applicable Wage Orders.

17 35. As a result of Defendant’s failure to pay Plaintiff and other non-exempt employees for
18 all hours they were subject to the control of Defendant, including all minimum, overtime and vested
19 vacation wages, and Defendant’s failure to pay all meal and rest period premiums at the “regular rate
20 of pay,” Defendant issued wage statements which failed to identify the gross wages earned accurately,
21 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
22 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

23 36. Moreover, some of the wage statements provided to Plaintiff and all non-exempt
24 employees failed to include the correct name of the legal entity, the employer, in violation of Labor
25 Code § 226(a)(8). For example, **Exhibit A** is attached as a true and correct copy of Plaintiff’s wage
26 statement that fails to include the name of the legal entity, which is “FN Logistics, LLC” As such,
27 Defendant’s wage statements to Plaintiff and all non-exempt employees violate Labor Code §
28 226(a)(8).

1 37. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
2 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
3 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
4 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
5 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

6 38. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
7 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
8 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
9 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
10 226(e).

11 39. Moreover, because Defendant failed to pay all minimum, overtime and vested
12 vacation wages, and meal and rest period premiums at the “regular rate of pay,” Defendant also failed
13 and continues to fail to pay Plaintiff and other non-exempt employees all wages owed at their time
14 of separation from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees
15 would be entitled to recover waiting time penalties under Labor Code §§ 201-203.

16 40. Furthermore, at all relevant times, Defendant, as the relevant employer here, was
17 required to maintain certain employment and payroll records for Plaintiff and other non-exempt
18 employees.

19 41. Pursuant to Labor Code § 1174, subdivision (d), an employer shall keep at a central
20 location in the state or at the plants or establishments at which employees are employed, payroll
21 records showing the hours worked daily by and wages paid to employees employed at the respective
22 plants or establishments. These records must be kept in accordance with rules established for this
23 purpose by the commission, but in any case, shall be kept on file for not less than two years.

24 42. Defendant has intentionally and willfully failed to keep accurate and complete records
25 showing the daily hours worked and wages paid to Plaintiff and other non-exempt employees. Thus,
26 Plaintiff and the other non-exempt employees have been denied their legal right and protected interest
27 in having available at a central location at the plant or establishment where they are employed
28 accurate and complete payroll records showing the hours worked daily and the wages paid to,

1 employees at those respective locations pursuant to Labor Code § 1174.

2 43. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
3 are entitled to recover a civil penalty of \$500 for an employer's failure to maintain accurate and
4 complete records pursuant to Labor Code § 1174.5.

5 44. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
6 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
7 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
8 Here, Defendant uniformly failed to reimburse non-exempt employees for the necessary costs
9 incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.*, (2014) 228
10 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell
11 phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter
12 whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an
13 employee needs only to show that he or she was required to use a personal cell phone to make work-
14 related calls, and he or she was not reimbursed"].) Accordingly, due to Defendant's uniform failure
15 to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-
16 2804 and applicable Wage Orders.

17 **CLASS ACTION ALLEGATIONS**

18 45. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
19 382 of the Code of Civil Procedure:

20 All current or former non-exempt hourly employees who work or worked
21 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the "Class");

22 All current or former non-exempt employees who worked for Defendant in
23 California and worked overtime hours during at least one shift during the
24 four years immediately preceding the filing of the Complaint through the
date of trial. ("the Overtime Subclass");

25 All current or former employees who work or worked for Defendant in
26 California during the one year immediately preceding the filing of the
27 Complaint through the date of trial. ("the Wage Statement Subclass")

28 All employees who work or worked for Defendant in California and who
left their employment during the three years immediately preceding the

1 filing of the Complaint through the date of trial. (“Waiting Time Penalty
2 Subclass”)

3 (collectively “the Classes”)

4 46. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
6 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
7 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
8 Defendant’s employment and payroll records.

9 47. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
10 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
11 non-exempt employees, which predominate over questions affecting only individual members
12 including, without limitation to:

- 13 1. Whether Defendant failed to record and pay for all hours worked by Class Members;
- 14 2. Whether Defendant failed to properly calculate the “regular rate of pay” for purposes of
15 paying vested vacation wages to the members of the Class;
- 16 3. Whether Defendant failed to pay all timely wages in compliance with Labor Code §
17 204;
- 18 4. Whether Defendant provided legally compliant meal and rest periods or proper
19 compensation at the “regular rate of pay” in lieu thereof to members of the Class;
- 20 5. Whether Defendant furnished legally compliant wage statements to members of the
21 Wage Statement Subclass pursuant to Labor Code § 226(a);
- 22 6. Whether the timing and amount of payment of final wages to members of the Waiting
23 Time Penalty Subclass at the time of separation from employment were unlawful;
- 24 7. Whether Defendant failed to maintain necessary personnel and payroll records; and
- 25 8. Whether Defendant failed to reimburse Class Members for all necessary business
26 expenses in violation of Labor Code §§ 2802-2804.

27 48. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendant's policies
2 and/or practices applicable to each individual class member, such as without limitation, Defendant's
3 failure to pay for all hours worked, Defendant's failure to properly pay vested vacation wages,
4 Defendant's failure to timely pay all wages, Defendant's failure to provide all compliant meal and
5 rest periods or premiums at the "regular rate of pay" in lieu thereof, Defendant's failure to provide
6 accurate itemized wage statements, Defendant's failure to reimburse for all necessary business
7 expenses, Defendant's failure to maintain and provide payroll records and personnel files, and
8 Defendant's failure to pay for all wages due upon separation of employment. As such, the common
9 questions predominate over individual questions concerning each class member's showing as to his
10 or her eligibility for recovery or the amount of his or her damages.

11 49. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
12 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
13 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
14 Plaintiff, like the members of the Classes, was deprived of minimum, overtime and vested vacation
15 wages, was paid untimely, was deprived of meal and rest period premium wages, was subject to
16 Defendant's uniform meal and rest period policies/practices, was not provided accurate itemized
17 wage statements, was not reimbursed for all necessary business expenses, was not provided payroll
18 records and personnel files, and was not timely paid all wages owed upon separation of employment.

19 50. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
20 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
21 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
22 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
23 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
24 members of the Classes.

25 51. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
26 important public interest in establishing minimum working conditions and standards in California.
27 These laws and labor standards protect the average working employee from exploitation by
28 employers who have the responsibility to follow the laws and who may seek to take advantage of

1 superior economic and bargaining power in setting onerous terms and conditions of employment. The
2 nature of this action and the format of laws available to Plaintiff and members of the Classes make
3 the class action format a particularly efficient and appropriate procedure to redress the violations
4 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
5 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
6 resources of each individual plaintiff with their vastly superior financial and legal resources.

7 52. Moreover, requiring each member of the Classes to pursue an individual remedy would
8 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
9 against their former and/or current employer for real and justifiable fear of retaliation and permanent
10 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
11 the individual class members, even if possible, would create a substantial risk of inconsistent or
12 varying verdicts or adjudications with respect to the individual class members against Defendant
13 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
14 legal determinations with respect to individual class members which would, as a practical matter, be
15 dispositive of the interest of the other class members not parties to adjudications or which would
16 substantially impair or impede the ability of the class members to protect their interests. Further, the
17 claims of the individual members of the class are not sufficiently large to warrant vigorous individual
18 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the
19 Classes identified in Paragraph 45 are maintainable as Classes under § 382 of the Code of Civil
20 Procedure.

21 **FIRST CAUSE OF ACTION**

22 **MINIMUM WAGE VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 54. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
26 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
27 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
28 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together

1 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
2 wages and interest accrued thereon.

3 55. At all relevant times herein, Defendant failed to record all time accurately worked,
4 including failing to record time worked properly and all time spent working off-the-clock, which
5 resulted in these individuals not being paid for all hours they actually suffered or permitted to work.
6 Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked,
7 including all hours they were subject to the control of Defendant and/or suffered or permitted to work
8 under the Labor Code and applicable Wage Orders.

9 56. Labor Code § 1198 makes an employee's employment unlawful under conditions the
10 Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
11 employer who has failed to pay its employees the legal minimum wage is liable to pay those
12 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
13 to the wages due and interest thereon.

14 57. As a direct and proximate result of Defendant's unlawful conduct as alleged herein,
15 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
16 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
17 statutory damages and penalties and other appropriate relief as a result of Defendant's violations of
18 the Labor Code and applicable Wage Orders.

19 58. Defendant's practice and uniform administration of corporate policy regarding illegal
20 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
21 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
22 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
23 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY ALL OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

27 59. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

28 ///

60. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

61. At all times relevant herein, Defendant was required to properly pay Plaintiff and members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code § 1194 and the applicable Wage Orders.

62. Section 3 of the applicable Wage Order requires an employer to pay an employee “one and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate Plaintiff or members of the Overtime Subclass at one and one-half times their “regular rate of pay” for such hours.

63. At all relevant times herein, Defendant failed to conform its pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to, Defendant's failure to pay for all hours properly worked off the clock as alleged herein above, which resulted in these individuals not being paid for all overtime hours worked.

64. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL VACATION WAGES

(AGAINST ALL DEFENDANTS)

65. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

1 66. This cause of action is brought pursuant to Labor Code § 227.3, which provides that
2 whenever a contract of employment or employer policy provides for paid vacations and an employee
3 is separated without having used his or her vested vacation time, all vested vacation shall be paid as
4 wages at their final rate in accordance with such contract of employment or employer policy
5 respecting eligibility or time.

6 67. At all relevant times, Defendant maintained such a paid vacation policy, yet Defendant
7 failed to pay all vested and unused vacation time to Plaintiff and the Class members at their respective
8 final rates of pay at their time of separation. As such, the Defendant has violated Labor Code § 227.3.

9 68. Defendant failed to pay accrued vacation time, failed to pay vacation time at the proper
10 rate, failed to report accrued and paid vacation in wage statements, and failed to keep accurate records
11 of same.

12 69. Defendant's practice and uniform administration of corporate policy regarding illegal
13 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
14 of the Class in a civil action for the unpaid amount of wages, liquidated damages, including interest
15 thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 227.3, 558,
16 1194 *et seq.*, 1197.1, 1198, 1199 and Code of Civil Procedure § 1021.5.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO TIMELY PAY WAGES**
19 **(AGAINST ALL DEFENDANTS)**

20 70. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

21 71. Labor Code section 204 expressly requires employers who pay employees on a
22 weekly, biweekly, or semimonthly basis to pay all wages "not more than seven calendar days
23 following the close of the payroll period." Labor Code section 210, subdivision (a), makes employers
24 who violate Labor Code section 204 subject to a penalty of: "(1) For any initial violation, one hundred
25 dollars (\$100) for each failure to pay each employee. "(2) For each subsequent violation, or any
26 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
27 plus 25 percent of the amount unlawfully withheld." (Lab. Code, § 210, subd. (a)).

28 ///

1 72. As described above, Defendant uniformly failed to timely pay the Class Members
2 within seven calendar days following the close of the weekly payroll in accordance with Labor Code
3 section § 204 on a regular and consistent basis, and therefore, Plaintiff and members of the Class are
4 entitled to penalties pursuant to Labor Code section 210(a).

5 **FIFTH CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 73. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

9 74. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
10 its affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and
11 members of the Class, with all required meal periods in accordance with the mandates of the
12 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
13 Allegations section of this Complaint.

14 75. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
15 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
16 each violation, per California Labor Code § 226.7.

17 76. As a result, Defendant is responsible for paying premium compensation for meal
18 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
19 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

20 **SIXTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 77. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

24 78. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
25 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
26 each four (4) hour period worked, or major fraction thereof.

27 79. Due to its unlawful rest period policy/practices and operational requirements/work
28 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods

1 to which they were legally entitled.

2 80. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
3 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
4 each violation, per California Labor Code § 226.7.

5 81. The foregoing violations create an entitlement to recovery by Plaintiff and members
6 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
7 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
8 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

11 **(AGAINST ALL DEFENDANTS)**

12 82. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

13 83. Labor Code 226(a) states in pertinent part the following:

14 "(a) An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are
17 paid by personal check or cash, an accurate itemized statement in writing
18 showing (1) gross wages earned, (2) total hours worked by the employee,
19 (3) the number of piece-rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis, (4) all deductions, provided that all
21 deductions made on written orders of the employee may be aggregated and
22 shown as one item, (5) net wages earned, (6) the inclusive dates of the
23 period for which the employee is paid, (7) the name of the employee and
24 only the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and
26 address of the legal entity that is the employer, and (9) all applicable hourly
27 rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee."

24 84. As set forth above, during the Class Period, Defendant issued and continues to issue
25 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
26 which are inadequate under Labor Code Section § 226(a).

27 85. As a result of Defendant's failure to pay Plaintiff and the Wage Statement Subclass
28 for all minimum, overtime and vested vacation wages, and missed meal and rest period premiums at

1 the appropriate legal rate, Defendant failed to include required information on Plaintiff and the Wage
2 Statement Subclass' wage statements, including, but not limited to, the gross wages earned, the net
3 wages earned, and the name of the legal entity that is the employer in violation of Labor Code section
4 226(a), (1,2,5, 8 and 9).

5 86. Defendant's failure to comply with section 226(a) of the Labor Code was knowing
6 and intentional.

7 87. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
8 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
9 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
10 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
11 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant's
12 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

13 **EIGHT CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(AGAINST ALL DEFENDANTS)**

16 88. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

17 89. The actionable period for this cause of action is three years before the filing of this
18 Complaint through the present and ongoing until the violation is corrected, or the class is certified.

19 90. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
20 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
21 around the time their employment is terminated or ended.

22 91. Labor Code § 203 provides that if an employer willfully fails to pay compensation
23 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
24 employer is liable for penalties for continued compensation up to thirty (30) workdays.

25 92. Defendant willfully failed to pay the Waiting Time Subclass for all hours worked,
26 including all minimum, overtime and vested vacation wages, and their meal and rest period premiums
27 at the "regular rate of pay" before or upon termination or separation from employment with Defendant
28 as required by Labor Code §§ 201 and 202.

1 93. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties
2 amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor
3 Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination
4 entitles an employee to recover waiting time penalties).

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO MAINTAIN PAYROLL RECORDS**

7 **(AGAINST ALL DEFENDANTS)**

8 94. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 95. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep
10 at a central location in the state or at the plants or establishments at which employees are employed,
11 payroll records showing the hours worked daily by and wages paid to employees employed at the
12 respective plants or establishments. These records must be kept in accordance with rules established
13 for this purpose by the commission, but in any case shall be kept on file for at least two years.

14 96. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
15 maintain accurate and complete records.

16 97. Defendant has intentionally and willfully failed to keep accurate and complete records
17 showing the hours worked daily and wages paid to Plaintiff and the Classes. Thus, Plaintiff and the
18 Classes have been denied their legal right and protected interest in having available at a central
19 location at the plant or establishment where they are employed, accurate and complete payroll records
20 showing the hours worked daily by, and the wages paid to, employees at those respective locations
21 pursuant to Labor Code § 1174.

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

24 **(AGAINST ALL DEFENDANTS)**

25 98. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 99. Labor Code 2802(a) states in pertinent part the following: "(a) An employer shall
27 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
28 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions

1 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
2 believed them to be unlawful.”

3 100. As set forth above, Plaintiff and Class members must be compensated for all necessary
4 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
5 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service,*
6 *Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
7 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
8 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
9 owed is a reasonable percentage of their cell phone bills.”)).

10 101. At all relevant times, Defendant has failed to comply with Labor Code Section 2802 and
11 the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary business
12 expenditures.

13 **ELEVENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 102. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 103. Defendant has engaged and continues to engage in unfair and/or unlawful business
18 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
19 failing to pay for all hours worked, by failing to pay vested vacation wages at the proper legal rate,
20 by failing to timely pay wages, by failing to provide all legally required meal and rest periods or pay
21 premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage
22 statements, by failing to reimburse for all necessary business expenses adequately, by failing to
23 maintain and provide payroll records and personnel files, and by failing to pay all earned wages at
24 the time of separation from employment.

25 104. Defendant’s utilization of these unfair and/or unlawful business practices deprived
26 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
27 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
28 Defendant’s competitors who have been and/or are currently employing workers and attempting to

1 do so in honest compliance with applicable wage and hour laws.

2 105. Because Plaintiff is a victim of Defendant's unfair and/or unlawful conduct alleged
3 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
4 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
5 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

6 106. The acts complained of herein occurred within the last four years immediately
7 preceding the filing of the Complaint in this action.

8 107. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
10 Defendant's current hourly non-exempt employees, and to enforce important rights affecting the
11 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
12 she is entitled to recover under Code of Civil Procedure § 1021.5.

13 **TWELFTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **(AGAINST ALL DEFENDANTS)**

16 108. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 109. Defendant has committed several Labor Code violations against Plaintiff and other
18 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
19 § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this PAGA
20 representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
22 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided based on the following Labor Code violations:

25 a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum and
26 overtime wages for all hours worked or for which they were subject to the control of the employer;

27 b) Failing to pay Plaintiff and other similarly Aggrieved Employees all vested and
28 unused vacation time, and PTO at the "final rate of pay" as required by Labor Code §§ 227.3;

1 c) Failing to timely pay all wages to Plaintiff and other similarly Aggrieved Employees
2 in violation of Labor Code §§ 204;

3 d) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
4 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

5 e) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
6 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

7 f) Failing to furnish Plaintiff and other similarly situated employees with complete,
8 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

9 g) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
10 and applicable Wage Orders;

11 h) Failing to maintain necessary personnel and payroll records in violation of Labor
12 Code §§ 1174; and

13 i) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
14 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

15 110. On or about February 17, 2026, Plaintiff notified Defendant FN Logistics,
16 LLC. (“Defendant”) and the California Labor and Workforce Development Agency (“LWDA”) via
17 email of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to violations
18 of the California Labor Code identified in Paragraph 109 (a)-(i). Now that the sixty-five days have
19 passed from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted her
20 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
21 to these violations.

22 111. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect her interests and the interests of similarly aggrieved employees, and to assess and collect the
24 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which she
25 is entitled to receive under California Labor Code § 2699.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
28 suit is brought against Defendant, as follows:

- 1 1. For an order certifying the proposed Classes;
- 2 2. For an order appointing Plaintiff as representative of the Classes;
- 3 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 4 4. Upon the First and Second Cause of Action for compensatory, consequential,
5 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
6 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 7 5. Upon the Third Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code § 227.3, 1194.2, 1197.1, 1198, and 1199;
- 9 6. Upon the Fourth Cause of Action, for civil penalties pursuant to Labor Code §
10 210(a);
- 11 7. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
12 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
13 and reasonable attorneys' fees and costs;
- 14 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 16 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and
17 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 18 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and
19 reasonable costs and attorneys' fees;
- 20 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
21 Labor Code §§ 201-203;
- 22 12. Upon the Ninth Cause of Action, for statutory penalties pursuant to Labor Code §§
23 226(a), 1174, and 1174.5;
- 24 13. Upon the Tenth Cause of Action, for unreimbursed expenses, interest, and attorney's
25 fees and costs pursuant to Labor Code § 2802;
- 26 14. Upon the Eleventh Cause of Action, for restitution to Plaintiff and members of the
27 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
28 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

1 15. Upon the Twelfth Cause of Action, for civil penalties due to Plaintiff, other similarly
2 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
3 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
4 subsequent violation per employee per pay period for those violations of the Labor Code for which
5 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
6 costs;

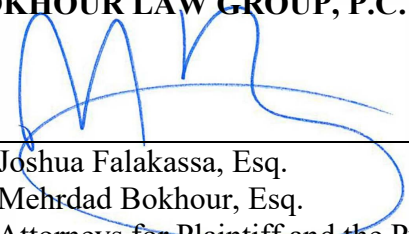
7 16. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
8 § 218.6 and Civil Code §§ 3287 and 3289;

9 17. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

11 18. For such other relief that the Court may deem just and proper.

12
13 Dated: April 21, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

14
15 BY: 

16 Joshua Falakassa, Esq.
17 Mehrdad Bokhour, Esq.
18 Attorneys for Plaintiff and the Putative Class
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