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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

MIGUEL SOTO, on behalf of himself and all other aggrieved employees, and the general public,

Plaintiff,

v.

GNC HOLDINGS LLC, a California Company; GNC LIVE WELL LLC, a Delaware Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV23682

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

Plaintiff MIGUEL SOTO ("Plaintiff"), on behalf of himself and all other aggrieved employees, and the general public, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this representative action against defendants GNC HOLDINGS LLC, a California Company; GNC LIVE WELL LLC, a Delaware Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

(1) failed to pay them at least minimum wage for all hours worked;

(2) failed to pay them for all vested vacation pay;

(3) failed to reimburse them for all necessary business expenses;

(4) failed to provide them with accurate written wage statements; and

(5) failed to pay them all of their final wages following separation of employment.

Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly situated, all other aggrieved employees, and the State of California.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the unpaid wages, actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in COUNTY of LOS ANGELES pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant GNC HOLDINGS LLC is, and at all relevant times mentioned herein, a California Corporation doing

business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant GNC LIVE WELL LLC is, and at all relevant times mentioned herein, a California Corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately March 8, 2021 through January 26, 2026.

Vacation Pay

10. Plaintiff and the aggrieved employees accrued vacation wages during their employment with Defendants.

11. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

12. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

13. Plaintiff and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

Regular Rate of Pay

14. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

15. During the applicable limitations period, Defendants violated the rights of Plaintiff and the aggrieved employees under the above-referenced Labor Code sections by failing to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

Expense Reimbursement

16. At all relevant times, Plaintiff and the aggrieved employees were required to use their personal cellular telephones to perform their job duties. Specifically, Plaintiff and the aggrieved employees were required to photograph products and transmit those photographs to their managers and district managers using their personal cellular telephones.

17. Plaintiff and the aggrieved employees were not reimbursed for business expenses incurred in maintaining their personal cellphones.

18. As a result, Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

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FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq*.)

19. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

20. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 227.3, 1194, 1197, 1198, and 2802.

21. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

22. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

23. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

24. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 227.3, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars ($100) for each employee per pay period for each initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars ($100) for each

employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars ($250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars ($1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violations of Labor Code § 1197, one hundred dollars ($100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

(1) Declaratory relief;

(2) Pre-judgment interest;

(3) Civil penalties;

(4) Costs of suit;

(5) Reasonable attorneys' fees; and

(6) Such other relief as the Court deems just and proper.

Dated: July 27, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh
SHAUN SETAREH
Attorney for Plaintiff
MIGUEL SOTO