

Albro L. Lundy III, Esq. (SBN: 123133)
albro@bakerburtonlundy.com
Evan R. Koch, Esq. (SBN: 275144)
evan@bakerburtonlundy.com
Rolando J. Gutierrez, Esq. (SBN: 276230)
rolando@bakerburtonlundy.com
BAKER BURTON & LUNDY, P.C.
515 Pier Avenue
Hermosa Beach, CA 90254
Tel: (310) 376-9893 | Fax: (310) 376-7483

Attorneys for Plaintiff and the Putative Class

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/08/2025 5:03 PM
David W. Slayton,
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By G. Carini, Deputy Clerk

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

JOSIE R. DEBELLIS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

RANDALL KAPLAN, an individual; RSK
COMPANIES, LLC, a California limited liability
company; COLLARCARDS, LLC, a California
limited liability company; SANDEE LLC, a
DELAWARE limited liability company;
THRIVE PROPERTIES, LLC, a California
limited liability company; THRIVE
PROPERTIES II, LLC, a California limited
liability company; JUMP INVESTORS, LLC, a
California limited liability company; JUMP
INVESTORS II, LLC, a Delaware limited
liability company, JUMP INVESTORS, a
business entity form unknown; and DOES 1 to
50, inclusive,

Defendants.

CLASS ACTION

Case No: **25STCV10499**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay Minimum Wages [CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1; 8 CAL. CODE REGS. § 11040(4)];**
- 2. Failure to Pay Overtime and Double Time Compensation [CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11040(3)];**
- 3. Failure to Provide Meal Periods [CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11040(11)];**
- 4. Failure to Provide Rest Periods [CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)];**
- 5. Failure to Indemnify [CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11040(9)(B)];**
- 6. Wage Statement Penalties [CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11040(7)]**
- 7. Waiting Time Penalties [CAL. LAB. CODE §§ 201, 202, and 203]; and**
- 8. Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, et seq.]**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOSIE DEBELLIS (“Plaintiff”), and submits this unverified Class Action Complaint (“Complaint”) as follows:

I.

INTRODUCTION

1. Plaintiff brings this action on behalf of herself and all similarly situated individuals for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime and Double Time Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify; (6) Wage Statement Penalties; (7) Waiting Time Penalties; and (8) Unfair Competition and Unlawful Business Practices.

2. All allegations in this Complaint are based upon information and belief, except those allegations that pertain to the named Plaintiff and her counsel. Each allegation has evidentiary support or will likely have such support after a reasonable opportunity for investigation and discovery.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to section 410.10 of the California Code of Civil Procedure.

4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the California Code of Civil Procedure because the facts and circumstances giving rise to this action as alleged occurred in the County of Los Angeles.

III.

THE PARTIES

A. The Plaintiff.

5. Plaintiff is, and at all times mentioned herein was, an individual:

- (a) Residing in the County of Los Angeles, State of California;
- (b) Who worked for Defendants, including DOES 1 through 50, as a non-exempt employee;
- (c) Who worked in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek, but did not receive compensation of all wages, including

1 minimum wages, or overtime compensation to which she was entitled;

2 (d) Who did not receive statutorily mandated rest or meal periods;

3 (e) Who did not receive accurate itemized wage statements;

4 (f) Who was not paid all wages due upon termination; and

5 (g) Who is a member of the Class as defined in paragraph 23 below.

6 **B. The Defendants.**

7 6. Plaintiff is informed and believes, and based upon that information and belief alleges,
8 that Defendant RANDALL KAPLAN (“Defendant KAPLAN”) is, and at all times herein mentioned
9 was:

10 (a) An individual residing the state of the California, conducting business in the
11 County of Los Angeles;

12 (b) Is the owner, shareholder, director, and/or manager of Defendants RSK
13 COMPANIES, LLC, COLLARCARDS, LLC, SANDEE LLC, THRIVE
14 PROPERTIES, LLC, THRIVE PROPERTIES II, LLC, JUMP INVESTORS,
15 LLC, JUMP INVESTORS II, LLC, and JUMP INVESTORS, and DOES 1
16 through 25, and is a joint employer of the Class as defined in paragraph 23
17 below, who:

18 i. Failed to pay minimum wages for all hours worked;

19 ii. Failed to pay overtime compensation for hours worked in excess of 8
20 hours in a workday and/or over forty hours in a workweek;

21 iii. Failed to provide statutorily mandated rest or meal periods;

22 iv. Failed to provide employees with accurate itemized wage statements;
23 and

24 v. Failed to pay employees all wages due upon termination of their
25 employment relationship.

26 7. Plaintiff is informed and believes, and based upon that information and belief alleges,
27 that Defendant RSK COMPANIES, LLC is, and at all times herein mentioned was:

28 (a) A California limited liability company conducting business in the County of Los

1 Angeles, State of California;

2 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
3 23, that:

- 4 i. Failed to pay minimum wages for all hours worked;
- 5 ii. Failed to pay overtime compensation for hours worked in excess of 8
6 hours in a workday and/or over forty hours in a workweek;
- 7 iii. Failed to provide statutorily mandated rest or meal periods;
- 8 iv. Failed to provide employees with accurate itemized wage statements;
- 9 and
- 10 v. Failed to pay employees all wages due upon termination of their
11 employment relationship.

12 8. Plaintiff is informed and believes, and based upon that information and belief alleges,
13 that Defendant COLLARCARDS, LLC is, and at all times herein mentioned was:

14 (a) A California limited liability company conducting business in the County of Los
15 Angeles, State of California;

16 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
17 23, that:

- 18 i. Failed to pay minimum wages for all hours worked;
- 19 ii. Failed to pay overtime compensation for hours worked in excess of 8
20 hours in a workday and/or over forty hours in a workweek;
- 21 iii. Failed to provide statutorily mandated rest or meal periods;
- 22 iv. Failed to provide employees with accurate itemized wage statements;
- 23 and
- 24 v. Failed to pay employees all wages due upon termination of their
25 employment relationship.

26 9. Plaintiff is informed and believes, and based upon that information and belief alleges,
27 that Defendant SANDEE, LLC is, and at all times herein mentioned was:

28 (a) A Delaware limited liability company conducting business in the County of Los

1 Angeles, State of California;

2 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
3 23, that:

- 4 i. Failed to pay minimum wages for all hours worked;
5 ii. Failed to pay overtime compensation for hours worked in excess of 8
6 hours in a workday and/or over forty hours in a workweek;
7 iii. Failed to provide statutorily mandated rest or meal periods;
8 iv. Failed to provide employees with accurate itemized wage statements;
9 and
10 v. Failed to pay employees all wages due upon termination of their
11 employment relationship.

12 10. Plaintiff is informed and believes, and based upon that information and belief alleges,
13 that Defendant THRIVE PROPERTIES, LLC is, and at all times herein mentioned was:

14 (a) A California limited liability company conducting business in the County of Los
15 Angeles, State of California;

16 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
17 23, that:

- 18 i. Failed to pay minimum wages for all hours worked;
19 ii. Failed to pay overtime compensation for hours worked in excess of 8
20 hours in a workday and/or over forty hours in a workweek;
21 iii. Failed to provide statutorily mandated rest or meal periods;
22 iv. Failed to provide employees with accurate itemized wage statements;
23 and
24 v. Failed to pay employees all wages due upon termination of their
25 employment relationship.

26 11. Plaintiff is informed and believes, and based upon that information and belief alleges,
27 that Defendant THRIVE PROPERTIES II, LLC is, and at all times herein mentioned was:

28 (a) A California limited liability company conducting business in the County of Los

1 Angeles, State of California;

2 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
3 23, that:

- 4 i. Failed to pay minimum wages for all hours worked;
5 ii. Failed to pay overtime compensation for hours worked in excess of 8
6 hours in a workday and/or over forty hours in a workweek;
7 iii. Failed to provide statutorily mandated rest or meal periods;
8 iv. Failed to provide employees with accurate itemized wage statements;
9 and
10 v. Failed to pay employees all wages due upon termination of their
11 employment relationship.

12 12. Plaintiff is informed and believes, and based upon that information and belief alleges,
13 that Defendant JUMP INVESTORS, LLC is, and at all times herein mentioned was:

14 (a) A terminated California limited liability company still conducting business in
15 the County of Los Angeles, State of California;

16 (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph
17 23, that:

- 18 i. Failed to pay minimum wages for all hours worked;
19 ii. Failed to pay overtime compensation for hours worked in excess of 8
20 hours in a workday and/or over forty hours in a workweek;
21 iii. Failed to provide statutorily mandated rest or meal periods;
22 iv. Failed to provide employees with accurate itemized wage statements;
23 and
24 v. Failed to pay employees all wages due upon termination of their
25 employment relationship.

26 13. Plaintiff is informed and believes, and based upon that information and belief alleges,
27 that Defendant JUMP INVESTORS II, LLC is, and at all times herein mentioned was:

28 (a) A terminated Delaware limited liability company still conducting business in

the County of Los Angeles, State of California;

(b) A former joint employer of Plaintiff and of the Class, as defined in paragraph 23, that:

- i. Failed to pay minimum wages for all hours worked;
- ii. Failed to pay overtime compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
- iii. Failed to provide statutorily mandated rest or meal periods;
- iv. Failed to provide employees with accurate itemized wage statements;
- and
- v. Failed to pay employees all wages due upon termination of their employment relationship.

14. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant JUMP INVESTORS is, and at all times herein mentioned was:

- (a) A business entity, form unknown, conducting business in the County of Los Angeles, State of California;
- (b) A former joint employer of Plaintiff and of the Class, as defined in paragraph 23, that:
 - i. Failed to pay minimum wages for all hours worked;
 - ii. Failed to pay overtime compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide statutorily mandated rest or meal periods;
 - iv. Failed to provide employees with accurate itemized wage statements;
 - and
 - v. Failed to pay employees all wages due upon termination of their employment relationship.

15. Plaintiff is informed and believe, and thereupon alleges, that Defendant RSK, LLC initially organized under the name “COLLARCARD, LLC” on August 12, 2010, and subsequently changed its name to “RSK, LLC” on April 20, 2021. Plaintiff is further informed and believes and

1 thereupon further alleges that Defendants RSK, LLC and COLLARCARD, LLC continued conducting
2 business other both names despite the name change. By virtue of the foregoing, the common law
3 doctrine of successor liability applies because the successor entities here are or were mere
4 continuations or reincarnations of their respective predecessors. *See Ray v. Alad Corp.* (1977) 19
5 Cal.3d 22, 28 (successor liability attaches where the transaction amounts to a consolidation or merger
6 of the two corporations, the purchasing corporation is a mere continuation of the seller, or the transfer
7 of assets to the purchaser is for the fraudulent purpose of escaping liability).

8 16. The true names and capacities, whether individual, corporate, partnership, associate,
9 alter ego, or otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who
10 therefore sues these defendants by such fictitious names pursuant to section 474 of the California Code
11 of Civil Procedure. Plaintiff will seek leave to amend the Complaint to allege that the defendants
12 named herein, including DOES 1 through 50, inclusive, are responsible in some manner for one or
13 more of the events and happenings that proximately caused the injuries and damages hereinafter
14 alleged.

15 17. All Defendants, including DOES 1 through 50, are “employers” as defined by the
16 Industrial Welfare Commission because they satisfy one or more of the following three disjunctive
17 elements: “(a) to exercise control over the wages, hours or working conditions, or (b) to suffer or
18 permit to work, or (c) to engage, thereby creating a common law employment relationship.” *See*
19 *Martinez v. Combs* (2010) 49 Cal.4th 35, 64; *see also*, INDUSTRIAL WAGE ORDER No. 4, paragraph (2),
20 subparagraphs (E), (F), and (H), (codified at 8 CAL. CODE REGS. §§ 11040(2), (E), (F), and (H)).

21 18. To the extent that any defendant named herein, including DOES 1 through 50, are
22 natural persons who are an owner, director, officer, or managing agent of any of the defendants named
23 herein, section 558.1(a) of the California Labor Code provides that:

24 Any employer or other person acting on behalf of an employer, who violates, or causes
25 to be violated, any provision regulating minimum wages or hours and days of work in
26 any order of the Industrial Welfare Commission, or violates, or causes to be violated,
Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
such violation.

27 19. All named defendants, including DOES 1 through 50, are collectively referred to herein
28 as the “Defendants.”

1 **C. Alter Ego Allegations.**

2 20. Plaintiff is informed and believes, and based upon that information and belief alleges,
3 that:

- 4 (a) Defendants RSK COMPANIES, LLC, COLLARCARDS, LLC, SANDEE LLC,
5 THRIVE PROPERTIES, LLC, THRIVE PROPERTIES II, LLC, JUMP
6 INVESTORS, LLC, JUMP INVESTORS II, LLC, and JUMP INVESTORS,
7 are, and at all relevant times were, mere shells without capital, assets, stock,
8 shareholders, or members and who were alter egos of Defendant KAPLAN,
9 including DOES 26 through 50;
- 10 (b) There is, and at all relevant times was, a unity of interest and/or ownership
11 between all of these Defendants so that any individuality or separateness
12 between them has ceased to exist;
- 13 (c) These Defendants are nominally structured for the sole purpose of avoiding
14 responsibility from satisfying any debts or other obligations by Defendant
15 KAPLAN and/or DOES 26 through 50, including a monetary judgment that may
16 be rendered in this action; and
- 17 (d) Defendants RSK COMPANIES, LLC, COLLARCARDS, LLC, SANDEE LLC,
18 THRIVE PROPERTIES, LLC, THRIVE PROPERTIES II, LLC, JUMP
19 INVESTORS, LLC, JUMP INVESTORS II, LLC, and JUMP INVESTORS are,
20 and at all relevant times were, completely controlled, dominated, managed, and
21 operated by Defendant KAPLAN, and DOES 26 through 50, so that these
22 Defendants were mere shells, instrumentalities, and/or conduits through which
23 each of these Defendants conducted some or all of their business.

24 21. Plaintiff is informed and believes and thereupon alleges that Defendants RSK
25 COMPANIES, LLC, COLLARCARDS, LLC, SANDEE LLC, THRIVE PROPERTIES, LLC,
26 THRIVE PROPERTIES II, LLC, JUMP INVESTORS, LLC, JUMP INVESTORS II, LLC, and JUMP
27 INVESTORS are, and at all relevant times were, insolvent and/or otherwise unable to satisfy any debts
28 or liabilities, including a monetary judgment that may be rendered against them in this action.

22. Adherence to the fiction of the separate existence of Defendants RSK COMPANIES, LLC, COLLARCARDS, LLC, SANDEE LLC, THRIVE PROPERTIES, LLC, THRIVE PROPERTIES II, LLC, JUMP INVESTORS, LLC, JUMP INVESTORS II, LLC, and JUMP INVESTORS as entities distinct from Defendant KAPLAN or DOES 26 through 50, would permit an abuse of the corporate privilege and sanction fraud or promote injustice in that, among other things, it would enable each of these Defendants to avoid liability and to defraud their creditors, the effect of which would be to render each Defendant financially unable to respond to a monetary judgment awarded against each or any of them in this action.

IV.

CLASS ALLEGATIONS

23. The members of the Class consist of:

All current and former non-exempt employees who work or worked for Randall Kaplan or any of his companies, including RSK Companies, LLC, CollarCards, LLC, Sandee LLC, Thrive Properties, LLC, Thrive Properties II, LLC, Jump Investors, LLC, Jump Investors II, LLC, and/or Jump Investors, within the state of California during the time-period of April 8, 2021, to the present.

24. The persons who comprise the Class are so numerous that joinder of all such persons is impracticable, and the disposition of their claims will benefit the parties and the Court. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the Class that she seeks to represent. Plaintiff does not have any interests that are antagonistic to the Class that she seeks to represent. Counsel for Plaintiff is experienced, qualified, and generally able to conduct complex class action litigation.

25. The Court should permit this action to be maintained as a class action pursuant to section 382 of the California Code of Civil Procedure because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;

- 1 (d) Plaintiff and the other Class members will not be able to obtain effective and
2 economic legal redress unless this action is maintained as a class action;
- 3 (e) There is a community of interest in obtaining appropriate legal and equitable
4 relief for the legal and statutory violations and other improprieties and in
5 obtaining adequate compensation for the damages and injuries that Defendant's
6 actions have inflicted upon the Class;
- 7 (f) There is a community of interest in ensuring that the combined assets and
8 available insurance of Defendants are sufficient to adequately compensate the
9 members of the Class for injuries sustained;
- 10 (g) Without class certification, the prosecution of separate actions by individual
11 members of the Class for the injuries sustained; would create a risk of (i)
12 inconsistent or varying adjudications with respect to individual members of the
13 Class which would establish incompatible standards of conduct for Defendants,
14 and/or (2) Adjudications with respect to the individual members of the Class
15 which would, as a practical matter, be dispositive of the interests of other
16 members not parties to the adjudications or would substantially impair or
17 impede their ability to protect their interests, due to factors including but not
18 limited to the potential exhaustion of funds available from the parties who are,
19 or may be, responsible for compensation;
- 20 (h) Defendants have acted or refused to act on grounds generally applicable to the
21 Class, thereby making final injunctive relief appropriate with respect to the
22 Class as a whole.

23 **V.**

24 **FACTUAL ALLEGATIONS**

25 26. According to his online profiles and self-published biographical materials, Defendant
26 KAPLAN touts himself as a "serial entrepreneur," "venture capitalist," "podcast host,"
27 "philanthropist," "motivational speaker," "coach," "beach lover," and "photographer," purporting to
28 possess extraordinary business acumen, entrepreneurial expertise, and substantial financial resources

1 acquired through his varied commercial endeavors.¹

2 27. Plaintiff is informed and believes, and thereupon alleges, that Defendant KAPLAN
3 owns, manages and/or controls numerous business entities through which he conducts his various
4 commercial enterprises including, *to wit*, Defendants RSK COMPANIES, LLC, COLLARCARDS,
5 LLC, SANDEE LLC, THRIVE PROPERTIES, LLC, THRIVE PROPERTIES II, LLC, JUMP
6 INVESTORS, LLC, JUMP INVESTORS II, LLC, and JUMP INVESTORS, and DOES 1 through 25.

7 28. Within four years preceding the initiation of this Action and ongoing, Plaintiff and
8 members of the Class were and/or are currently employed by Defendants as non-exempt employees.

9 29. Plaintiff is informed and believes, and thereupon alleges, that non-exempt employees
10 were and are misclassified as hourly independent contractors/1099 employees, payroll/W2 employees,
11 and/or unpaid interns. Defendant KAPLAN requires his non-exempt employees, regardless of
12 classification, to work on various tasks across his business ventures, including Defendants and DOES
13 1 through 25, whose duties include general administrative tasks, social media marketing and
14 management, cold calling, data entry, assisting Defendant KAPLAN with his podcast “In search of
15 Excellence,” and running personal errands for Defendant KAPLAN.

16 30. Plaintiff is informed and believes and thereupon upon alleges that she and the Class
17 worked in excess of 8 hours per day and/or 40 hours per workweek. Plaintiff is further informed and
18 believes, and thereupon further alleges that she and the Class were required to answer Defendant
19 KAPLAN’S calls or text messages during off hours, including nights and weekends. Defendants,
20 however, failed to compensate Plaintiff or members of the Class for all hours worked and therefore
21 failed to pay the requisite minimum wages, overtime and/or double compensation for all hours
22 worked.

23 31. Plaintiff is informed and believes, and thereupon alleges, that it is and was Defendants’
24 common policy, procedure, and/or business practice to require all non-exempt employees, regardless
25 of classification, to work during their meal and rest periods. Plaintiff is further informed and believes,
26 and thereupon further alleges, that it is and was Defendants’ common policy, procedure, and/or
27

28 ¹ See generally, *About*, RANDALL KAPLAN, <https://www.randallkaplan.com/about> (last visited Apr. 2, 2025); *Team*, JUMP INVESTORS, <https://jumpinvestors.com/team> (last visited Apr. 2, 2025).

1 business practice to require on-duty meal periods in the absence of on-duty meal period agreements.
2 Thus, all non-exempt employees, including Plaintiff herein, work or worked shifts without being
3 provided with statutorily required meal or rest periods. For every occurrence of rest and meal period
4 violations, Defendants commonly failed to pay an hour premium payment to their non-exempt
5 employees, including Plaintiff herein.

6 32. Plaintiff and members of the Class were also required to use their personal cellular
7 phones in carrying out their duties for the benefit of Defendants. Plaintiff is informed and believes,
8 however, that Defendants never indemnified or reimbursed Plaintiff or the Class for the use of their
9 personal cellular phone nor cellular data.

10 33. Because Plaintiff and members of the Class were not compensated for all hours
11 worked, their paychecks did not, and do not, accurately or correctly reflect all hours worked or their
12 corresponding rates of pay, nor to their paychecks reflect the premium payments owed for each meal
13 or rest period violation,

14 34. Due to Defendants' intentional failure to properly pay its employees for all hours
15 worked, including overtime compensation, double time compensation, or meal and rest break
16 premiums, as a derivative result Plaintiff and members of the Class were not provided with accurate
17 itemized wage statements, nor were they paid all wages due upon termination or resignation.

18 VI.

19 FIRST CAUSE OF ACTION

20 Failure to Pay Minimum Wages

21 [CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197, and 1197.1; 8 CAL. CODE REGS. § 11040(4)]

22 (By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)

23 35. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
24 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

25 36. California law requires the state minimum wage to be at least equal to the federal
26 minimum wage. CAL. LAB. CODE § 1182(b).

27 37. Notwithstanding section 1182(b) of the California Labor Code, the minimum wage may
28 be fixed by applicable state or local law and the payment of a lower wage than the minimum so fixed

1 is unlawful. CAL. LAB. CODE § 1197.

2 38. On April 4, 2016, Govern Jerry Brown signed into legislation Senate Bill 3 “SB 3”
3 adopting a six-step increase to the state minimum wage. Relevant here,

4 For any employer who employees 26 or more employees, and minimum wage shall be
5 as follows: [¶]

6 ***

7 (E) From January 1, 2021, to December 31, 2021, inclusive,-fourteen dollars (\$14) per
8 hour. [¶]

9 (F) From January 1, 2022, and until adjusted by subdivision (c)-fifteen dollars (\$15) per
10 hour.

11 CAL. LAB. CODE § 1182.12(b)(1)(D)-(F), *et seq.*; *see also*, 8 CAL. CODE REGS. § 11040(4)(A)(2).

12 39. One of the protections outlined by SB 3 involves an annual review of the United States
13 Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W) by the
14 Department of Finance. CAL. LAB. CODE § 1182.12(c), *et seq.*

15 40. In July 2022, the Department of Finance found that the inflation rate had increased by
16 7.9%, which required an increase in the minimum wage by 3.5%, resulting in the \$15.50 minimum
17 hourly rate effective January 1, 2023. *See id.*; *see also*, 8 CAL. CODE REGS. § 11040(4)(A)(1), *et seq.*

18 41. In July 2023, the Department of Finance found that the inflation rate had increased by
19 6.16% percent for the period from July 1, 2022, to June 30, 2023, compared to the prior 12-month
20 period, which required an increase in the minimum wage by 3.5%, resulting in the \$16.00 minimum
21 hourly rate effective January 1, 2024. *Ibid.*

22 42. In August 2024, the Department of Finance found that the inflation rate had increased
23 by 6.16% percent for the period from July 1, 2023, to June 30, 2024, compared to the prior 12-month
24 period, which required an increase in the minimum wage by 3.18%, resulting in the \$16.50 minimum
25 hourly rate effective January 1, 2025. *Ibid.*

26 43. Plaintiff is informed and believes, and thereupon alleges, that from October 24, 2020,
27 and ongoing, Defendants, including DOES 1 through 50, both individually and in the aggregate,
28 employed 26 or more employees, including Plaintiff and members of the Class.

44. Plaintiff and members of the Class were not compensated for all hours worked, as

1 alleged herein. By virtue of Defendants’ unlawful failure to pay Plaintiff or members of the Class
2 their respective and applicable minimum wages, they have suffered, and will continue to suffer,
3 damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this
4 Court, and which will be ascertained according to proof at trial.

5 45. By virtue of Defendants’ unlawful failure to pay Plaintiff and members of the Class
6 their respective and applicable minimum wages, they are entitled to recover the unpaid balance of the
7 full amounts of minimum wages as applicable, including interest thereon, reasonable attorneys’ fees,
8 and costs of suit. CAL. LAB. CODE §§ 218.5 and 1194.

9 46. In addition, Plaintiff and members of the Class are “entitled to recover liquidated
10 damages in an amount equal to the wages unlawfully unpaid and interest thereon.” CAL. LAB. CODE §
11 1194.2.

12 VII.

13 SECOND CAUSE OF ACTION

14 Failure to Pay Overtime and Double Time Compensation

15 [CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11040(3)]

16 (By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)

17 47. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
18 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

19 48. CAL. LAB. CODE §§ 510, 1194, and 1198 and INDUSTRIAL WAGE ORDER No. 4-
20 2001(3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11040(3)(A)(1)(a), as amended,
21 provide that employees in California shall not be employed more than eight (8) hours in any workday
22 or more than forty (40) hours in any workweek, unless they receive additional compensation beyond
23 their regular wages in amounts specified by law. In addition, an employer must pay double the
24 employee’s regular rate of pay for all hours worked in excess of twelve (12) hours in any workday,
25 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a
26 workweek. 8 CAL. LAB. CODE § 11040(3)(A)(1)(b).

27 49. CAL. LAB. CODE § 1194 provides that an employee who has not been paid overtime
28 compensation as required by section 1198 may recover the unpaid balance of the full amount of such

1 overtime compensation, together with costs of suit, penalties, interest thereon, and attorneys' fees in a
2 civil action.

3 50. Plaintiff and members of the Class were not compensated for all hours worked. As a
4 result, Plaintiff and members of the Class worked more than eight (8) hours in a workday, and/or more
5 than forty (40) hours in a workweek as non-exempt employees of Defendants, including DOES 1
6 through 50, without receiving overtime or double time compensation.

7 51. At all times relevant hereto, Defendants, including DOES 1 through 50, failed to pay
8 Plaintiff or members of the Class overtime and double time compensation for the hours worked in
9 excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. § 11040 and CAL.
10 LAB. CODE §§ 510, 1194, and 1198.

11 52. At no time relevant hereto were Plaintiff or members of the Class exempt from any
12 wage and hour provision under California law, including without limitation, any statute, rule, or
13 regulation governing the payment of overtime compensation.

14 53. By virtue of Defendants' unlawful failure to pay additional compensation to the
15 Plaintiff and the Class for their overtime hours, they have suffered, and will continue to suffer,
16 damages in the form of unpaid overtime and double time compensation subject to proof.

17 54. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and
18 reasonable attorney's fees and costs pursuant to CAL. LAB. CODE §§ 128.5, 218.6, 1194, CAL. CODE
19 CIV. PROC. § 1032, and CAL. CIVIL CODE § 3289, *et. seq.*

20 **VIII.**

21 **THIRD CAUSE OF ACTION**

22 **Failure to Provide Meal Periods**

23 **[CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11040(11)]**

24 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

25 55. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
26 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

27 56. CAL. LAB. CODE § 512(a) provides that no employer shall employ any person for a
28 work period of more than five (5) hours without providing a meal period of not less than 30 minutes.

57. INDUSTRIAL WAGE ORDER No. 4-2001(11)(A), which is codified under 8 CAL. CODE REGS. § 11040(11)(A), states that an employer must relieve the employee of all work-related duties during meal breaks; otherwise, the employee will be considered to be “on duty,” which constitutes compensable time.

58. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

(b) An employer shall not require an employee to work during a meal... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....

(c) If an employer fails to provide an employee a meal... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission[],..., the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal... period is not provided.

59. For every instance where an employer fails to provide an employee with an uninterrupted meal period in accordance with INDUSTRIAL WAGE ORDER No. 4(11)(A), the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. 8 CAL. CODE REGS. § 11040(11)(B); *see also*, CAL. LAB. CODE § 226.7(c).

60. At all relevant times hereto, Plaintiff and members of the Class regularly worked more than five-hour increments; however, at all times relevant hereto, Defendant, including DOES 1 through 50, failed to provide uninterrupted meal periods to Plaintiff or members of the Class as required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11040(11), as further alleged herein.

61. By virtue of requiring Plaintiff and the Class to work through meal periods free from work duties, Defendants have intentionally and improperly denied statutorily mandated meal periods in violation of CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11040(11). Plaintiff and the Class have suffered, and will continue to suffer, damages in the form of unpaid meal break premium payments in an amount according to proof, along with interest pursuant to section 3287 of the California Civil Code.

62. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7%

1 pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et. seq.*

2 **IX.**

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Provide Rest Periods**

5 **[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11040(12)]**

6 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

7 63. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
8 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

9 64. CAL. LAB. CODE § 226.7 provides in relevant part, as follows:

10 (b) An employer shall not require an employee to work during a... rest... period
11 mandated pursuant to an applicable statute, or applicable regulation, standard, or order
of the Industrial Welfare Commission....

12 ***

13 (d) A rest... period mandated pursuant to a state law, including, but not limited to, an
14 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
Commission[]..., shall be counted as hours worked, for which there shall be no
deduction from wages.

15 65. The California Labor Code also states, in relevant part:

16 If an employer fails to provide an employee a... rest... period in accordance with a
17 state law, including, but not limited to, an applicable statute or applicable regulation,
standard, or order of the Industrial Welfare Commission[]..., the employer shall pay the
18 employee one additional hour of pay at the employee's regular rate of compensation for
each workday that the... rest... period is not provided.

19 CAL. LAB. CODE § 227.7(c).

20 66. INDUSTRIAL WAGE ORDER No. 4-2001(12)(A), which is codified under 8 CAL. CODE
21 REGS. § 11040(12)(A), requires employers to provide rest breaks that shall be counted as hours
22 worked for which there shall be no deduction of wages.

23 67. 8 CAL. CODE REGS. § 11040(12)(A) also requires that an employer provide its
24 employees with a 10-minute rest break for every four-hour increment of time worked, or major
25 fraction thereof. *See also, Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal. 4th 1004, 1029
26 (“Employees are entitled to 10 minute rests for shifts from three and one-half to six hours in length, 20
27 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours
28 up to 14 hours, and so on.”).

68. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11040(12)(B), further require that for every workday in which it fails to provide a rest period during any four-hour increment, the employer must pay the employee premium wages at a rate of an hour's pay at the employee's regular rate of pay.

69. Plaintiff and members of the Class regularly worked four-hour increments and were not provided with statutorily mandated rest breaks during their shifts.

70. By virtue of Defendants' unlawful failure to authorize, permit, or provide rest periods as required by law, Plaintiff and members of the Class have suffered, and will continue to suffer, damages in the form of unpaid rest break premium payments in an amount according to proof, along with interest pursuant to section 3287 of the California Civil Code.

71. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7% pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et seq.*

X.

FIFTH CAUSE OF ACTION

Failure to Indemnify

[CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11040(9)(B)]

(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

72. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

73. INDUSTRIAL WAGE ORDER No. 4-2001, which is codified under 8 CAL. CODE REGS. § 11040, as amended, states in relevant part: “[w]hen tools or equipment or are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer....” 8 CAL. CODE REGS. § 11040(9)(B).

74. Section 2802(a) of the California Labor Code provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

75. In addition:

1 All awards made by a court or by the Division of Labor Standards Enforcement for
2 reimbursement of necessary expenditures under this section shall carry interest at the
3 same rate as judgments in civil actions. Interest shall accrue from the date on which the
employee incurred the necessary expenditure or loss.

4 *Id.* § 2802(b). Under this section the term “necessary expenditures or losses” includes attorneys’ fees.

5 *Id.* § 2802(c).

6 76. It was and is Defendants’ common policy and practice to require its employees,
7 including Plaintiff and members of the Class, to use their personal cellular phone and cellular data.
8 Plaintiff and members of the Class, however, were never reimbursed for the use of their personal
9 cellular phone or cellular data, which were used for the benefit of the Defendants herein.

10 77. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiff and the
11 Class have been damaged in an amount according to proof at trial, and they seek reimbursement of all
12 necessary expenditures, plus interest thereon at a rate of 10% pursuant to section 2802(b) of the
13 California Labor Code.

14 78. Additionally, Plaintiff and the Class are entitled to an award for costs, expenses, and
15 reasonable attorneys’ fees, pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV. CODE § 1032, *et seq.*

16 XI.

17 SIXTH CAUSE OF ACTION

18 Failure to Provide Accurate Wage Statements

19 [CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11040(7)]

20 (By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

21 79. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
22 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

23 80. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with
24 accurate wage statements as follows:

25 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
26 each of his or her employees, either as a detachable part of the check, draft, or voucher
27 paying the employee's wages, or separately when wages are paid by personal check or
28 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
total hours worked by the employee...[,] (3) the number of piece-rate units earned and
any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
deductions, provided that all deductions made on written orders of the employee may
be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of

1 the period for which the employee is paid, (7) the name of the employee and only the
2 last four digits of his or her social security number or an employee identification
3 number other than a social security number, (8) the name and address of the legal entity
4 that is the employer...[,] and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the
6 employee and, beginning July 1, 2013, if the employer is a temporary services
7 employer as defined in Section 201.3, the rate of pay and the total hours worked for
8 each temporary services assignment At all times relevant hereto, the fundamental,
9 formally established public policy of the State of California as expressed in Article I,
10 section 8 of the California Constitution was and is that employees be free from race-
11 based and disability-based discrimination and harassment in their employment.

12 81. INDUSTRIAL WAGE ORDER NO. 4-2001, which is codified under 8 CAL. CODE REGS. §
13 11040, as amended, states in relevant part:

14 (B) Every employer who has control over wages, hours, or working conditions shall
15 semimonthly or at the time of each payment of wages furnish each employee an
16 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
17 period for which the employee is paid; (3) the name of the employee or the employee's
18 social security number; and (4) the name of the employer, provided all deductions made
19 on written orders of the employee may be aggregated and shown as one item. [¶]

20 (C) All required records shall be in the English language and in ink or other indelible
21 form, dated properly, showing month, day and year. The employer who has control
22 over wages, hours, or working conditions shall also keep said records on file at the
23 place of employment or at a central location for at least three years. An employee's
24 records shall be available for inspection by the employee upon reasonable request.

25 8 CAL. CODE REGS. §§ 11040(7), (B)-(C).

26 82. At all times relevant herein, Defendant, including DOES 1 through 50, failed to
27 properly and accurately itemize the number of hours worked by Plaintiff and the Class at their
28 effective regular rates of pay, including the effective overtime/double time rates of pay. The wage
statements also failed to itemize any premium wages owed for each meal or rest period violation, as
alleged herein.

83. By failing to pay Plaintiff and members of the Class wages for all hours worked,
including overtime compensation and premium wages, Defendants have violated the requirement that
the total hours worked, and all wages earned be included in the wage statements that must be provided
to the Plaintiff and the Class.

84. Defendants willfully, knowingly, and intentionally failed to comply with CAL. LAB.
CODE § 226 by failing to pay minimum wages, overtime compensation for hours worked in excess of
forty, and by failing to provide meal breaks or paying the appropriate premium wages for missed meal

1 breaks, as required by law, thereby causing damages to Plaintiff and the Class by failing to include all
2 hours worked and wages earned in their wage statements. These damages include and are not limited
3 to costs expended calculating the true hours worked and the amount of employment taxes that were
4 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects
5 to recover penalties on behalf of themselves and on behalf of the Class pursuant to CAL. LAB. CODE §
6 226 in an amount of \$4,000 each, and reasonable attorney's fees and costs pursuant to CAL. LAB.
7 CODE § 226(g) and CAL. CODE CIV. PROC. § 1032, *et. seq.*

8 **XII.**

9 **SEVENTH CAUSE OF ACTION**

10 **Waiting Time Penalties**

11 **[CAL. LABOR CODE §§ 201, 202, and 203]**

12 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

13 85. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
14 of the preceding paragraphs in this Complaint as fully set forth herein by reference.

15 86. Sections 201 and 202 of the California Labor Code require employers to pay their
16 employees all wages due immediately upon discharge, or within seventy-two hours of resigning
17 without notice.

18 87. Section 203 of the California Labor Code provides that when an employer willfully
19 fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California Labor
20 Code, the employer must, as a penalty, continue to pay the employee's wages at an employee's daily
21 rate, up to thirty days.

22 88. Defendants, including DOES 1 through 50, willfully, knowingly, and intentionally
23 failed to fully compensate all wages due to Plaintiff and the Class, including minimum wages,
24 overtime, double time, and meal and rest break premiums, as further alleged herein.

25 89. Since Plaintiff and the members of the Class have yet to be fully compensated for all
26 hours worked, they are entitled to waiting time penalties in the amount of their daily rate of pay up to
27 thirty days pursuant to section 203 of the California Labor Code, in an amount according to proof,

28 90. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and

costs pursuant to CAL. LAB. CODE § 218.6, CAL. CIVIL CODE § 3289, and CAL. CODE CIV. PROC. § 1032, *et seq.*

XIII.

EIGHTH CAUSE OF ACTION

Unfair Competition and Unlawful Business Practices

[CAL. BUS. & PROF. CODE § 17200, *et seq.*]

(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

91. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

92. Each Defendant, including DOES 1 through 50, are considered a “person,” as the term is defined under section 17021 of the California Business & Professions Code.

93. Section 17200 of the California Business and Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

94. Plaintiff and the members of the Class have suffered an injury-in-fact as a result of Defendants’ conduct in violation of the Unfair Competition Law (CAL. BUS. & PROF. CODE § 17200 *et seq.*). Specifically, Plaintiff and the Class have lost money and/or property as a result of Defendants’ wrongful conduct. The injuries suffered by Plaintiff and the Class were directly related to Defendants’ wrongful conduct.

95. At all times relevant hereto, by and through the conduct described herein, Defendants, including DOES 1 through 50, have engaged in unfair, fraudulent and unlawful practices, in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and have thereby deprived Plaintiff and members of the Class of fundamental rights and privileges guaranteed to all employees under the California Labor Code.

96. All of the acts described herein as violations of, among other things, the California Labor Code and applicable IWC Wage Orders, are unlawful and in violation of public policy, and are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et seq.* Specifically, Defendants’ unfair, unlawful, and/or fraudulent business practices include the following violations:

- (a) Failure to timely pay wages at the appropriate rates of pay, including minimum and overtime wages, in violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1182.12, 1194, 1197, 1198, and 8 CAL. CODE REGS. §§ 11040(3), *et seq.*, and 11040(4), *et seq.*;
- (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11040(11), *et seq.*;
- (c) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8 CAL. CODE REGS. § 11040(12), *et seq.*;
- (d) Failure to indemnify or reimburse for all out-of-pocket expenses in violation of CAL. LAB. CODE § 2802, and 8 CAL. CODE REGS. § 11040(9)(B);
- (e) Failure to provide accurate itemized wage statements in violation of CAL. LAB. CODE §§ 226 and 226.3; and
- (f) Failure to provide prompt payment of wages to employees upon separation in violation of CAL. LAB. CODE §§ 201, 202, and 203.

97. By and through the unfair, fraudulent, and unlawful business practices described herein, Defendants, including DOES 1 through 50, have obtained valuable property, money, and services from Plaintiff and the Class, and has deprived them of valuable rights and benefits guaranteed by the law, all to their detriment.

98. Furthermore, Plaintiff is informed and believes, and thereupon alleges, that Defendants have underreported to federal and state authorities the wages earned by Plaintiff and the members of the Class, and therefore, have underpaid state and federal taxes, employer matching funds, unemployment premiums, Social Security, Medicare and Workers' Compensation premiums. This conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment, and is actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

99. Plaintiff is informed and believes, and based upon that information and belief alleges, that by requiring Plaintiff and the Class to work without minimum wage compensation, or work overtime without receiving overtime compensation, and failing to provide meal and rest periods, Defendants have engaged in business within the state of California to offer its services at a lower price

1 for the purpose of injuring competitors and/or destroying competition in violation of CAL. BUS. &
2 PROF. CODE § 17043.

3 100. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants' failure to pay
4 wages, overtime compensation, related benefits, and employment taxes, is admissible as evidence of
5 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

6 101. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

7 102. Plaintiff is entitled to seek, and does seek, such relief as may be necessary to restore the
8 money and property that Defendants have acquired, or of which Plaintiff and members of the Class
9 have been deprived of, by means of the above-described unfair and unlawful business practices.

10 103. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress
11 the injuries that they have suffered as a consequence of Defendants' unfair and unlawful business
12 practices. As such, Defendants should be required to disgorge the unpaid moneys owed to Plaintiff and
13 the Class.

14 104. Because Plaintiff seeks to enforce an important right affecting the public interest, *to wit*,
15 the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the
16 restitution of unlawfully withheld wages, with interest thereon at a rate of 10% pursuant to CAL. LAB.
17 CODE § 218.6, and CAL. CIVIL CODE § 3289, Plaintiff requests an award of attorneys' fees, pursuant to
18 CAL. CODE CIV. PROC. § 1021.5, and costs pursuant to CAL. CODE CIV. PROC. § 1032.

19 **XIV.**

20 **PRAYER**

21 WHEREFORE, Plaintiff prays for judgment against each of the Defendants as follows:

22 **A. On The First Cause of Action.**

23 1. For compensatory damages, including unpaid wages, and other losses in an amount
24 according to proof;

25 2. For liquidated damages pursuant to CAL. LAB. CODE § 1194.2;

26 3. For an award of interest, including prejudgment interest at the legal rate pursuant to
27 CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

28 4. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,

1 1194, and CAL. CODE CIV. PROC. § 1032.

2 **B. On The Second Cause of Action.**

3 5. For compensatory damages, including lost wages, in an amount in an amount according
4 to proof;

5 6. For an award of interest, including prejudgment interest at the rate of 10% CAL. LAB.
6 CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

7 7. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
8 1194, and CAL. CODE CIV. PROC. § 1032.

9 **C. On the Third and Fourth Causes of Actions.**

10 8. For unpaid premium payments in an amount according to proof;

11 9. For an award of interest, including prejudgment interest, at a rate of 7% pursuant to
12 CAL. CONST., ART. XV, § 1; and

13 10. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

14 **D. On the Fifth Cause of Action.**

15 11. For reimbursement of all necessary expenditures, plus interest thereon at a rate of 10%,
16 pursuant to CAL. LAB. CODE § 2802(b); and

17 12. For costs and attorneys' fees pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV.
18 CODE § 1032, *et seq.*

19 **E. On the Sixth Cause of Action.**

20 13. For statutory penalties pursuant to CAL. LAB. CODE § 226; and

21 14. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV.
22 PROC. § 1032, *et seq.*

23 **F. On the Seventh Cause of Action.**

24 15. For statutory penalties CAL. LAB. CODE § 203, plus interest thereon at a rate of 10%,
25 pursuant to CAL. LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

26 16. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

27 **G. On the Eighth Cause of Action.**

28 17. That Defendants, including DOES 1 through 50, be ordered and enjoined to pay

1 restitution and penalties to Plaintiff and the Class for Defendants' unlawful and/or unfair business
2 practices, pursuant to Business and Professions Code §§ 17200-05, plus interest thereon at a rate of
3 10%, pursuant to CAL. LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

4 18. That Defendants, including DOES 1 through 50, further be enjoined to cease and desist
5 from unlawful and/or unfair activities in violation of Business and Professions Code § 17200, *et seq.*;

6 19. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

7 20. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

8 **H. On All Causes of Action.**

9 21. For an order granting class certification

10 22. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

11 23. For other and further relief as the Court deems just and proper.

12 **XV.**

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff requests a jury trial on all triable issues.

15
16 Dated: April 8, 2025

BAKER BURTON & LUNDY, P.C.

17
18 By:  _____

19 ALBRO L. LUNDY, III
20 EVAN R. KOCH
21 ROLANDO J. GUTIERREZ

22 *Attorneys for Plaintiff and the Putative Class*
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