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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NICOLE D. PIREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

VILLAINS BREWING COMPANY LLC, a
California Limited Liability Company; ISAIAS
HERNANDEZ, an individual; RUSSELL
OLIN LEE, an individual; and DOES 1 through
100, inclusive.

Defendants.

CASE NO.: 30-2025-01462259-CU-OE-CXC

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.* FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL
PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. FAILURE TO PAY TIMELY WAGES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO ADOPT A COMPLIANT
SICK PAY/PAID TIME OFF POLICY;
9. FAILURE TO IDEMNIFY; and
10. PENALTIES PURSUANT TO LABOR
CODE § 2699, *ET SEQ.*; and
11. UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

COMES NOW, Plaintiff NICOLE D. PIREZ (“Plaintiff”), on behalf of herself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a First Amended Class and Representative Action, pursuant to Code of Civil Procedure section 382, against VILLAINS BREWING COMPANY LLC (“Villains” or the “Company”), ISAIAS HERNANDEZ (“Hernandez”), and RUSSELL OLIN LEE (“Lee”), and any of their respective subsidiaries or affiliated companies within the State of California (the Company, Hernandez, Lee, and DOES 1 through 100, as further defined below, hereinafter, collectively, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members” and/or “Aggrieved Employees”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, preparing and serving alcoholic beverages, accepting payment from customers, cleaning glasses and utensils, verifying the identification and age of customers, serving food and cleaning dishes, accordingly, providing customer service, calculating the allocation of tips within the state of California. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately June 2023, through November 2024.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant Villains is, and at all times relevant hereto, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Orange, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Hernandez is, and at all times relevant hereto was, an individual residing in California, as well as an

1 Owner for Villains, and DOES 1 through 100, as further defined below. Plaintiff is further informed
2 and believes and based thereon alleges that Hernandez violated, or caused to be violated, the above-
3 referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

4 5. Plaintiff is informed and believes and based thereon alleges that defendant Lee is,
5 and at all times relevant hereto was, an individual residing in California, as well as an Owner for
6 Villains, and DOES 1 through 100, as further defined below. Plaintiff is further informed and
7 believes and based thereon alleges that Lee violated, or caused to be violated, the above-referenced
8 and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

9 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
15 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
16 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
20 include the Company, Hernandez, and Lee and any of their parent, subsidiary, or affiliated
21 companies within the State of California, as well as DOES 1 through 100 identified herein.

22 **JOINT LIABILITY ALLEGATIONS**

23 7. Plaintiff is informed and believes and based thereon alleges that all the times
24 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

28 8. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

9 9. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
10 unity of interest and ownership between Defendants, and each of them, that their individuality and
11 separateness have ceased to exist.

12 10. Plaintiff is informed and believes, and based thereon alleges that despite the
13 formation of the purported corporate existence of Villains, and DOES 1 through 50, inclusive (the
14 “Alter Ego Defendants”), they, and each of them, are one and the same with Hernandez and Lee,
15 and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
16 the following reasons:

17 a. The Alter Ego Defendants are completely dominated and controlled by the
18 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
19 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego
20 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
21 inequitable purpose;

22 b. The Individual Defendants derive actual and significant monetary benefits
23 by and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants
24 as the funding source for the Individual Defendants’ own personal expenditures;

25 c. Plaintiff is informed and believes and thereon alleges that the Individual
26 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
27 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or
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1 accomplishing some other wrongful or inequitable purpose;

2 d. Plaintiff is informed and believes and thereon alleges that the business
3 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
4 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
5 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
6 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
7 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
8 times mentioned herein were, the alter egos of the Individual Defendants;

9 e. The recognition of the separate existence of the Individual Defendants and
10 the Alter Ego Defendants would promote injustice insofar that it would permit defendants to
11 insulate themselves from liability to Plaintiff for violations of the California Government Code,
12 Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants
13 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
14 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

15 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
16 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
17 be disregarded;

18 g. As a result of the aforementioned facts, among others, Plaintiff is informed
19 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
20 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
21 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
22 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
23 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
24 manner in which defendants' business was and is conducted.

25 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
26 thereon alleges that Defendants, and each of them, are joint employers.

27 **JURISDICTION**

28 12. Jurisdiction exists in the Superior Court of the State of California pursuant to Code

1 of Civil Procedure section 410.10.

2 13. Venue is proper in County of Orange, California pursuant to Code of Civil Procedure
3 sections 392, et seq. because, among other things, County of Orange is where the causes of action
4 complained of herein arose; the county in which the employment contract, or part of it, between
5 Plaintiff and/or Class Members, or some of them, and Defendants was due to be performed; the
6 county in which the employment contract, or part of it, between Plaintiff and/or Class Members, or
7 some of them, and Defendants was actually performed. Moreover, the unlawful acts alleged herein
8 have a direct effect on Plaintiff and/or Class Members in County of Orange, and because Defendants
9 employ numerous Class Members and/or Aggrieved Employees in County of Orange.

10 **FACTUAL BACKGROUND**

11 14. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
13 some of them, in violation of California state wage and hour laws as a result of, without limitation,
14 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
15 seven consecutive work days in a work week without being properly compensated for hours worked
16 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
17 worked on the seventh consecutive work day in a work week by, among other things, Defendants
18 had, and continue to have, a company-wide policy and practice discouraging and impeding
19 employees from recording hours worked that were outside of their scheduled shifts in order to limit
20 the amount of overtime employees could accrue. On information and belief, this policy of limiting
21 overtime, coupled with Defendants practices of understaffing and assigning heavy workloads, led
22 Plaintiff and Class Members to work off the clock outside of their scheduled shift times in order to
23 complete their assigned tasks, including but not limited to, traveling to events without proper
24 compensation for travel time, calculating the allocation of tips off the clock as mandated or
25 instructed by Defendants. Further, Defendants utilized a group chat to communicate with employees
26 throughout the week to discuss work schedules, assignments, and other matters without proper
27 remuneration. Defendants' failure to accurately track and/or pay for all hours actually worked at
28 the proper overtime rate of pay was to the detriment of Plaintiff and Class Members. As such,

1 Defendants did not account for all the time worked by Plaintiff and Class Members, when
2 calculating the number of hours worked to determine how many hours of overtime wages were and
3 are owed.

4 15. For at least four (4) years prior to the filing of this Action and continuing to the
5 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
6 them, in violation of California state wage and hour laws as a result of, among other things, failing
7 to accurately track and/or pay for all hours actually worked at their regular rate of pay for work that
8 was required to be done off-the-clock to the detriment of Plaintiff and Class Members.

9 16. For at least four (4) years prior to the filing of this Action and continuing to the
10 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
11 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
12 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
13 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
14 unprovided meal periods as required by California wage and hour laws due to, without limitation,
15 Defendants had, and continue to have, company-wide policies and/or practices of understaffing its
16 retail location(s), such that there were too few employees on duty to handle the workload and attend
17 to patrons, which resulted in a failure to provide Plaintiff and Class Members with adequate meal
18 period coverage, failing to authorize a compliant meal period, pressuring Plaintiff and Class
19 Members to clock-out for meal periods and continue working without receiving a compliant meal
20 period, and by interrupting meal periods to discuss work related activities, or requesting to return
21 from meal periods early, and managers and/or supervisors edited and/or manipulated employees'
22 time entries to show less hours than actually worked by editing time to demonstrate that compliant
23 meal periods were provided.

24 17. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
26 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
27 thereof and failed to provide compensation for such unprovided rest periods as required by
28 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,

1 pressuring Plaintiff and/or Class Members to continue to work through their rest periods, and by
2 interrupting rest periods for the reasons discussed above.

3 18. For at least three (3) years prior to the filing of this action and continuing to the
4 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
5 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
6 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
7 wages, minimum wages, tip allocation wages, vacation and/or sick time off, and premium wages.

8 19. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to pay Plaintiff and Class Members, the full amount of their wages
10 owed as required by Labor Code section 204. Labor Code section 204 expressly requires employers
11 who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages "not more than
12 seven calendar days following the close of payroll period." Due to Defendants' failure to pay
13 Plaintiff and Class Members all overtime, minimum wage compensation, tip allocation wages, and
14 meal and rest period premiums as described above, Defendants failed to timely pay its employees
15 within seven calendar days following the close of payroll on a regular and consistent basis.
16 Furthermore, Labor Code section 210 provides that "in addition to, an entirely independent and apart
17 from, any other penalty provided in this article, every person who fails to pay the wages of each
18 employee as provided in sections ... 204 ... shall be subject to a civil penalty as follows: (1) for any
19 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each
20 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
21 failure to pay each employee, plus 25% of the amount unlawfully withheld."

22 20. For at least three (3) years prior to the filing of this action and continuing to the
23 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the
24 costs incurred in the use of cellular phones for work-related purposes.

25 21. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, paid sick
27 days in accordance with Labor Code section 246 *et seq.*, stating in part, "an employee who, on or
28 after July 1, 2015, works in California for the same employer for 30 or more days within a year from

1 the commencement of employment is entitled to paid sick days as specified in this An employee
2 shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning
3 at the commencement of employment or the operative date of this article, whichever is later”
4 Here, upon information and belief, Defendants have a continuous and consistent policy of depriving
5 Plaintiff and Class Members with the appropriate paid sick days pursuant to section 246, discussed
6 herein.

7 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
8 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
9 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
12 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
13 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
14 earned, as well as gross and net wages paid, and other information described herein.

15 23. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
16 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 222.7, 233, 234, 245, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*,
18 2810.5, and applicable Wage Order(s) Wage Order 5-2001 (“Wage Order 5”), seeking overtime
19 wages, minimum wages, payment of premium wages for missed meal and rest periods, waiting time
20 penalties, wage statement penalties, failure to indemnify, other such provisions of California law,
21 and reasonable attorneys’ fees and costs.

22 24. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to
23 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
24 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations, as well as all monies owed but
26 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
27 restitution of amounts owed.

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CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. The Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time and at any location commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action is provided to Class Members.

26. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

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

A. Numerosity

28. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class Members employed or formerly employed by Defendants within the State of California.

29. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants’ employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

30. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to pay wages to Plaintiff and Class Members for all hours worked?
- B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

- 1 C. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
2 for all other time worked at the employee's regular rate of pay and a rate of pay that
3 is greater than the applicable minimum wage?
- 4 D. Whether Defendants failed to properly calculate the regular rate of pay on which
5 Plaintiff's and Class Members' overtime rate of pay was based?
- 6 E. Did Defendants violate Labor Code section 512 by not authorizing or permitting
7 Plaintiff and Class Members to take compliant meal periods?
- 8 F. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
9 Class Members with additional wages for missed or interrupted meal periods?
- 10 G. Did Defendants violate applicable Wage Orders by not authorizing or permitting
11 Plaintiff and Class Members to take compliant rest periods?
- 12 H. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
13 Class Members with additional wages for missed or interrupted rest periods?
- 14 I. Did Defendants violate Labor Code section 227.3 by failing to pay Employees all
15 vacation wages as required under section 227.3?
- 16 J. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
17 and Class Members upon termination or resignation all wages earned?
- 18 K. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
19 under Labor Code section 203?
- 20 L. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
21 Members timely wages during their employment?
- 22 M. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
23 section 210?
- 24 N. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
25 Plaintiff and Class Members with accurate wage statements?
- 26 O. Did Defendants violate Labor Code section 233, 234, and 246 by failing to adopt or
27 provide paid sick leave in accordance with the California Labor Code?
- 28 P. Did Defendants fail to indemnify Class Members for all necessary expenditures or

1 losses incurred in direct consequence of the discharge of their duties or by obedience
2 to the directions of Defendants as required under Labor Code section 2802?

3 Q. Did Defendants violate the Unfair Competition Law, Business and Professions Code
4 section 17200, *et seq.*, by their unlawful practices as alleged herein?

5 R. Are Class Members entitled to restitution of wages under Business and Professions
6 Code section 17203?

7 S. Are Class Members entitled to costs and attorneys' fees?

8 T. Are Class Members entitled to interest?

9 **C. Typicality**

10 31. The claims of Plaintiff herein alleged are typical of those claims which could be
11 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
12 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
13 damages arising out of and caused by Defendants' common course of conduct in violation of laws
14 and regulations that have the force and effect of law and statutes as alleged herein.

15 **D. Adequacy of Representation**

16 32. Plaintiff will fairly and adequately represent and protect the interest of Class
17 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
18 hour class actions.

19 **E. Superiority of Class Action**

20 33. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
22 questions of law and fact common to Class Members predominate over any questions affecting only
23 individual Class Members. Class Members, as further described therein, have been damaged and
24 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
25 violation of the Labor Code as set out herein.

26 34. Class action treatment will allow Class Members to litigate their claims in a manner
27 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
28 any difficulties that are likely to be encountered in the management of this action that would

1 preclude its maintenance as a class action.

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Overtime Wages – Against All Defendants)**

4 35. Plaintiff re-alleges and incorporates by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 36. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
8 Wage Order(s).

9 37. At all times relevant to this Complaint, Labor Code section 510 was in effect and
10 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
11 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
12 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

13 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
14 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
15 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
16 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
17 pay.”

18 39. Four (4) years prior to the filing of the Complaint in this Action through the present,
19 Plaintiff and Class Members, worked for Defendants during shifts that consisted of more than eight
20 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
21 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
22 including but not limited to, Defendants failing to accurately track and/or pay for all hours actually
23 worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as
24 discussed above.

25 40. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
26 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
27 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
28 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC

1 Wage Order(s), and California law.

2 41. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
3 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
4 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
5 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

6 **SECOND CAUSE OF ACTION**

7 **(Failure to Pay Minimum Wages – Against All Defendants)**

8 42. Plaintiff re-alleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 43. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage
12 Order(s).

13 44. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
14 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
15 Defendants' control.

16 45. For four (4) years prior to the filing of the Complaint in this Action through the
17 present, Defendants failed to accurately track and/or pay for all hours actually worked at their
18 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members
19 as discussed above.

20 46. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
22 for all hours worked or otherwise due.

23 47. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
24 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
25 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
26 damages, reasonable attorneys' fees and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

3 48. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 49. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Order(s).

7 50. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
8 employ an employee for a work period of more than five (5) hours without a timely meal break of
9 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
10 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
11 per day without providing the employee with a second timely meal period of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties.

13 51. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
14 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
15 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
16 of compensation for each workday that the meal period is not provided.

17 52. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
19 uninterrupted meal periods every five hours of work without waiving the right to take them, as
20 permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class
21 Member's regular rate of compensation when Class Members were not provided compliant meal
22 periods.

23 53. By their failure to provide Plaintiff and Class Members compliant meal periods as
24 contemplated by Labor Code section 512, among other California authorities, and failing, to provide
25 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
26 provisions of Labor Code section 512 and applicable Wage Orders.

27 54. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
28 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay

1 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

2 55. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
3 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
4 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
5 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

6 **FOURTH CAUSE OF ACTION**

7 **(Failure to Provide Rest Periods – Against All Defendants)**

8 56. Plaintiff re-alleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 57. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by applicable Wage Orders.

12 58. California law and applicable Wage Order(s) require that employers “authorize and
13 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
14 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
15 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
16 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
17 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
18 thirty (30) minutes of paid rest period.

19 59. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
20 with a meal period or rest period as provided in the applicable Wage Order(s) of the Industrial
21 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the
22 employee's regular rate of compensation for each workday that the rest period is not provided.

23 60. For four (4) years prior to the filing of the Complaint in this Action through the
24 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
25 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
26 Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular
27 rate of compensation on the occasions that Class Members were not authorized or permitted to take
28 compliant rest periods.

61. By their failure, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

64. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

65. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

66. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

67. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure to provide overtime, minimum, tip allocation wages, sick leave or vacation wages, mentioned

1 above, failed to pay Plaintiff and Class Members all wages earned including without limitation,
2 premium wages prior to resignation or termination in accordance with Labor Code sections 201 or
3 202.

4 68. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
5 Members all wages earned prior to termination or resignation in accordance with Labor Code
6 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
7 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
8 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
9 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
10 termination or resignation.

11 69. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
12 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
13 resignation, until paid, up to a maximum of thirty (30) days.

14 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
15 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
16 prior to termination or resignation.

17 71. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
18 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
19 waiting time penalties, interest, and their costs of suit, as well.

20 **SIXTH CAUSE OF ACTION**

21 **(Failure to Pay All Wages Within a Timely Manner – Against All Defendants)**

22 72. Plaintiff re-alleges and incorporates by reference the allegations contained in the
23 preceding paragraphs as though fully set forth herein.

24 73. At all relevant times, Labor Code section 200 provides that "wages include all
25 amounts for labor performed by employees of every description, whether the amount is fixed or
26 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation."

27 74. At all relevant times, Labor Code section 204 states that all wages earned by any
28 person in any employment are payable twice during the calendar month, and must be paid not more

1 than seven days following the close of the period when the wages were earned.

2 75. At all relevant times, Plaintiff and Class Members were employees or former
3 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
4 Orders.

5 76. At all relevant times, Labor Code section 204 expressly required employers who pay
6 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
7 calendar days following the close of the payroll period.” Due to Defendants’ failure to pay Plaintiff
8 and Class Members all minimum, or overtime wage compensation, and meal and rest period
9 premiums as described above, Defendants failed to timely pay its employees within seven calendar
10 days following the close of payroll in accordance with Labor Code section 204 on a regular and
11 consistent basis.

12 77. As discussed in detail above, by failing to pay for all minimum and/or overtime
13 wages owed, and failing to pay meal and/or rest premiums, among others discussed above,
14 Defendants failed to pay Plaintiff and Class Members at least twice per month in violation of Labor
15 Code section 204.

16 78. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor
17 Code section 210.

18 **SEVENTH CAUSE OF ACTION**

19 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

20 79. Plaintiff re-alleges and incorporates by reference the allegations contained in the
21 preceding paragraphs as though fully set forth herein.

22 80. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

24 81. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
25 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
26 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
27 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate; and the name and address of the legal entity that is the

1 employer, among other things.

2 82. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
3 before the filing of the Complaint in this Action through the present, Defendants failed to comply
4 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
5 failure, on occasion, to furnish Plaintiff and Class Members with accurate itemized statements that
6 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
7 all applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
9 other things.

10 83. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
11 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
12 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
13 provided wage statements that Defendants knew were not accurate.

14 84. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
15 have suffered injury. The absence of accurate information on Class Members' wage statements has
16 delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
17 mathematical computations to determine the amount of wages owed; causes difficulty and expense
18 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
19 about wages and amounts deducted from wages to state and federal governmental agencies, among
20 other things.

21 85. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
22 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
23 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
24 pay period, not to exceed an aggregate \$4,000.00 per employee.

25 86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
26 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
27 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
28 attorneys' fees, and costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy – Against All Defendants)**

3 87. Plaintiff re-alleges and incorporate by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 88. Section 246(a)(1) of the California Labor Code states: “An employee who, on or after
6 July 1, 2015, works in California for the same employer for 30 or more days within a year from the
7 commencement of employment is entitled to paid sick days as specified in this section ... (b) an
8 employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked,
9 beginning at the commencement of employment ...”

10 89. Section 246(c) of the Labor Code states: “An employee shall be entitled to use
11 accrued paid sick days beginning on the 90th day of employment, after which day the employee
12 may use paid sick days as they are accrued.”

13 90. Section 233(c) of the California Labor Code states: “An employer shall not deny an
14 employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
15 manner discriminate against an employee for using, or attempting to exercise the right to use, sick
16 leave to attend to an illness or the preventive care of a family member, or for any other reason
17 specified in subdivision (a) of Section 246.5.

18 91. Section 233(d) of the California Labor Code provides relief for violations of this
19 section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
20 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
21 equitable relief.”

22 92. Section 234 of the California Labor Code further forbids employers from adopting
23 an “absence control policy that counts sick leave taken pursuant to section 233 as an absence that
24 may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
25 233.” An employee working under this policy is entitled to appropriate legal and equitable relief
26 pursuant to Section 233.

27 93. As a result, and upon information and belief, Defendants have a continuous and
28 consistent policy of depriving Plaintiff and Class Members with the appropriate paid sick days

1 pursuant to section 246 and failing to identify the available sick days on wage statements.

2 94. Upon information and belief, Defendants operate under an absence control policy
3 that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in
4 discipline, discharge, demotion, or termination. Thus, Defendants and/or DOES' sick pay policy
5 punishes Plaintiff and Class Members by way of suspension and/or termination for use of protected
6 and appropriate sick leave.

7 95. Further, Defendants and/or DOES sick pay policy fails to pay sick pay for all
8 appropriate and protected purposes enumerated in Labor Code sections 233, 234, and 246, and
9 Defendants and/or DOES fail to properly itemize the amount accrued/available sick leave to Plaintiff
10 and Class Members have on wage statements each per period.

11 96. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and Class
12 Members that he seeks to represent have incurred damages, in amounts to be determined at trial,
13 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and
14 costs, pursuant to the California Labor Code discussed herein.

15 **NINTH CAUSE OF ACTION**

16 **(Violation of Labor Code § 2802 – Against All Defendants)**

17 97. Plaintiff re-alleges and incorporates by reference the allegations contained in the
18 preceding paragraphs as though fully set forth herein.

19 98. At all relevant times, Plaintiff and Class Members were employees or former
20 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

21 99. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
22 his or her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties . . .”

24 100. For three (3) years prior to the filing of the Complaint in this Action through the
25 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
26 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
27 obedience to the directions of Defendants that included, without limitation: using cellular phones
28 and laptop(s) in furtherance of their work duties (including to communicate with managers and/or

1 supervisors, for scheduling, and among other related work activities), and failed to and refused to
2 reimburse employees for mileage when employees use or used their own personal vehicles for work-
3 related purposes.

4 101. During that time period, Plaintiff is informed and believes, and based thereon alleges,
5 that Defendants, at times, failed and refused, and still fail and refuse, on occasion, to reimburse
6 Plaintiff and Class Members for those losses and/or expenditures.

7 102. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
8 have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
9 herein-described losses and/or expenditures.

10 103. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
13 costs of suit.

14 **TENTH CAUSE OF ACTION**

15 **(Penalties Pursuant To Labor Code Section 2699, *ET SEQ.* – Against All Defendants)**

16 104. Plaintiff re-alleges and incorporates by reference the allegations contained in the
17 preceding paragraphs as though fully set forth herein.

18 105. Plaintiff and Aggrieved Employees are aggrieved employees as defined under Labor
19 Code section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were
20 employed by the alleged violators, Defendants.

21 106. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'
22 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the
23 penalty provisions, without limitation, based on the following Labor Code sections: Plaintiff, on her
24 own behalf and on behalf of Aggrieved Employees, brings this action pursuant to, including but not
25 limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 222.7, 233, 234,
26 245, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 2810.5, and applicable Wage
27 Order(s) Wage Order 5.

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1 107. The penalties shall be allocated as follows: 65% to the Labor and Workforce
2 Development Agency (LWDA) and 35% to the affected employees.

3 108. Plaintiff and Class Members or Aggrieved Employees also seek any and all penalties
4 and remedies set forth in Labor Code section 558, which states:

5 a. Any employer or other person acting on behalf of an employer who violates, or
6 causes to be violated, a section of this chapter or any provision regulating hours and
7 days of work in any order of the Industrial Welfare Commission shall be subject to
8 a civil penalty as follows: (1) [f]or any initial violation, fifty dollars (\$50) for each
9 underpaid employee to an amount sufficient to recover underpaid wages. (2) [f]or
10 each subsequent violation, one hundred dollars (\$100) for each underpaid employee
11 for each pay period for which the employee was underpaid in addition to an amount
12 sufficient to recover underpaid wages. (3) [w]ages recovered pursuant to this section
13 shall be paid to the affected employee[s].

14 b. If upon inspection or investigation the Labor Commissioner determines that a person
15 had paid or caused to be paid a wage for overtime work in violation of any provision
16 of this chapter, any provision regulating hours and days of work in any order of the
17 Industrial Welfare Commission, or any applicable local overtime law, the Labor
18 Commissioner may issue a citation. The procedures for issuing, contesting, and
19 enforcing judgments for citations or civil penalties issued by the Labor
20 Commissioner for a violation of this chapter shall be the same as those set out
21 in Section 1197.1

22 c. The civil penalties provided for in this section are in addition to any other civil or
23 criminal penalty provided by law.

24 109. Labor Code section 226.3 provides that, “[a]ny employer who violates subdivision
25 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
27 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
28 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
that Labor Code section 226.3 applies, Plaintiff and Class Members or Aggrieved Employees also
seek such penalties on.

110. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on February 18, 2025. The LWDA has not provided notice of
its intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark
date of the letters.

1 **ELEVENTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 111. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 112. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
6 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
7 Professions Code section 17200. Due to their participation at times in unlawful business practices
8 in violation of the Labor Code, Defendants have gained a competitive advantage over other
9 comparable companies doing business in the State of California that comply with their obligations
10 to compensate employees in accordance with the Labor Code.

11 113. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff
12 and Class Members have suffered injury in fact and lost money or property.

13 114. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
14 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
15 Code and requiring the establishment of appropriate and effective means to prevent further
16 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
17 including interest thereon, in which they had a property interest and which Defendants nevertheless
18 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
19 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
20 by their failure to comply with the Labor Code.

21 115. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
22 Procedure section 1032 and interest under Civil Code section 3287.

23 **DEMAND FOR JURY TRIAL**

24 116. Plaintiff demands a trial by jury on all causes of action contained herein

25 **PRAYER**

26 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
27 against Defendants as follows:

28 A. An order certifying this case as a Class Action;

- 1 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
2 counsel as class counsel;
- 3 C. Damages for all wages earned and owed, including minimum, and/or overtime
4 wages under Labor Code sections 218.6, 510, 1194, 1197, and 1199;
- 5 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 6 E. Damages for unpaid premium wages from missed meal and rest periods under,
7 among other Labor Code sections, 512 and 226.7;
- 8 F. Penalties for inaccurate wage statements under Labor Code section 226,
9 subdivision (e);
- 10 G. Waiting time penalties under Labor Code section 203;
- 11 H. Damages for failing to timely pay wages under Labor Code section 204 and
12 penalties pursuant to section 210;
- 13 I. Damages under Labor Code section 2802;
- 14 J. For penalties pursuant to Labor Code section 227.3, as may be proven;
- 15 K. Damages and/or monies owed for failing to adopt compliant and/or unlawful sick
16 pay policy;
- 17 L. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
18 proven;
- 19 M. Preliminary and permanent injunctions prohibiting Defendants from further
20 violating the California Labor Code and requiring the establishment of appropriate
21 and effective means to prevent future violations;
- 22 N. Restitution of wages and benefits due which were acquired by means of any unfair
23 business practice, according to proof;
- 24 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 25 P. For attorneys' fees in prosecuting this action;
- 26 Q. For costs of suit incurred herein; and

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R. For such other and further relief as the Court deems just and proper.

Dated: August 25, 2025

MIRACLE MILE LAW GROUP, LLP

BY: 

STEVEN I. AZIZI
SEVADA HAKOPIAN

Attorneys for Plaintiff NICOLE D. PIREZ, on behalf of
herself and all others similarly situated