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on behalf of himself and all others similarly situated

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

DYLAN WALKER, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FOR THE WIN 1 CORP, a California
Corporation; SANTOS UY; an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV03715

**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 INDEMNIFY;
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 DYLAN WALKER (“Plaintiff”), on behalf of himself 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 FOR THE WIN 1 CORP (“F1W” or the “Company”) and SANTOS UY (“Uy”), and any of their respective subsidiaries or affiliated companies within the State of California (the Company and Uy and DOES 1 through 100, as further defined below, 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, serving as a cook and preparing ingredients necessary to initiate proper service to patrons at the retail restaurant, to maintain a clean kitchen throughout the work day, to complete all closing requirements to ensure the retail restaurant was prepared for service for the following work day, to provide customer service, and to assist with working the point of sale(s) machine to process patron’s orders within the state of California. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately May 2024, through August 2024.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant F1W is, and at all times relevant hereto, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Uy is, and at all times relevant hereto was, an individual residing in California, as well as an Owner for F1W, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and

1 based thereon alleges that Uy violated, or caused to be violated, the above-referenced and below-
2 referenced Labor Code provisions in violation of Labor Code section 558.1.

3 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
4 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
5 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
6 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
7 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
8 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
9 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
10 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
11 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
12 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
13 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
14 include F1W and Uy and any of their parent, subsidiary, or affiliated companies within the State of
15 California, as well as DOES 1 through 100 identified herein.

16 **JOINT LIABILITY ALLEGATIONS**

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

22 7. All of the acts and conduct described herein of each and every corporate defendant
23 was duly authorized, ordered, and directed by the respective and collective defendant corporate
24 employers, and the officers and management-level employees of said corporate employers. In
25 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
26 their said employees, agents, and representatives, and each of them; and upon completion of the
27 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
28 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

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

6 9. Plaintiff is informed and believes, and based thereon alleges that despite the
7 formation of the purported corporate existence of F1W, and DOES 1 through 50, inclusive (the
8 “Alter Ego Defendants”), they, and each of them, are one and the same with Uy, and DOES 51
9 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
10 reasons:

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

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

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

23 d. Plaintiff is informed and believes and thereon alleges that the business
24 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
25 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
26 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
27 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
28

1 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
2 times mentioned herein were, the alter egos of the Individual Defendants;

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

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

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

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

21 **JURISDICTION**

22 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
23 of Civil Procedure section 410.10.

24 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
25 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
26 causes of action complained of herein arose; the county in which the employment contract, or part
27 of it, between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and
28 Defendants was due to be performed; the county in which the employment contract, or part of it,

1 between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants
2 was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
3 Class Members, and/or Aggrieved Employees in Los Angeles County, and because Defendants
4 employ numerous Class Members and/or Aggrieved Employees in Los Angeles County.

5 **FACTUAL BACKGROUND**

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

25 14. For at least four (4) years prior to the filing of this Action and continuing to the
26 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
27 them, in violation of California state wage and hour laws as a result of, among other things, failing
28 to accurately track and/or pay for all hours actually worked at their regular rate of pay for work that

1 was required to be done off-the-clock to the detriment of Plaintiff and Class Members.

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

17 16. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
19 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
20 thereof and failed to provide compensation for such unprovided rest periods as required by
21 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,
22 pressuring Plaintiff and Class Members to continue to work through their rest periods, and by
23 interrupting rest periods for the reasons discussed above.

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

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

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

18 20. For at least three (3) years prior to the filing of this action and continuing to the
19 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, paid sick
20 days in accordance with Labor Code section 246 *et seq.*, stating in part, “an employee who, on or
21 after July 1, 2015, works in California for the same employer for 30 or more days within a year from
22 the commencement of employment is entitled to paid sick days as specified in this An employee
23 shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning
24 at the commencement of employment or the operative date of this article, whichever is later”
25 Here, Defendants have a continuous and consistent policy of depriving Plaintiff and Class Members
26 with the appropriate paid sick days pursuant to section 246, discussed herein.

27 21. For at least one (1) year prior to the filing of this Action and continuing to the present,
28 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage

1 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
4 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
5 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
6 earned, as well as gross and net wages paid, and other information described herein.

7 22. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
8 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
9 226.3, 226.7, 222.7, 233, 234, 245, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*,
10 2810.5, and applicable Wage Order(s) Wage Order 5-2001 (“Wage Order 5”), seeking overtime
11 wages, minimum wages, payment of premium wages for missed meal and rest periods, waiting time
12 penalties, wage statement penalties, failure to indemnify, other such provisions of California law,
13 and reasonable attorneys’ fees and costs.

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

20 **CLASS ACTION ALLEGATIONS**

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

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

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

4 **A. Numerosity**

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

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

13 **B. Commonality**

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

- 16 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
17 pay wages to Plaintiff and Class Members for all hours worked?
- 18 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
19 worked at a proper overtime rate of pay?
- 20 C. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
21 for all other time worked at the employee's regular rate of pay and a rate of pay that
22 is greater than the applicable minimum wage?
- 23 D. Did Defendants violate Labor Code section 512 by not authorizing or permitting
24 Plaintiff and Class Members to take compliant meal periods?
- 25 E. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
26 Class Members with additional wages for missed or interrupted meal periods?
- 27 F. Did Defendants violate applicable Wage Orders by not authorizing or permitting
28 Plaintiff and Class Members to take compliant rest periods?

- 1 G. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
2 Class Members with additional wages for missed or interrupted rest periods?
- 3 H. Did Defendants violate Labor Code section 227.3 by failing to pay Employees all
4 vacation wages as required under section 227.3?
- 5 I. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
6 and Class Members upon termination or resignation all wages earned?
- 7 J. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
8 under Labor Code section 203?
- 9 K. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
10 Members timely wages during their employment?
- 11 L. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
12 section 210?
- 13 M. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
14 Plaintiff and Class Members with accurate wage statements?
- 15 N. Did Defendants violate Labor Code section 233, 234, and 246 by failing to adopt or
16 provide paid sick leave in accordance with the California Labor Code?
- 17 O. Did Defendants fail to indemnify Class Members for all necessary expenditures or
18 losses incurred in direct consequence of the discharge of their duties or by obedience
19 to the directions of Defendants as required under Labor Code section 2802?
- 20 P. Did Defendants violate the Unfair Competition Law, Business and Professions Code
21 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 22 Q. Are Class Members entitled to restitution of wages under Business and Professions
23 Code section 17203?
- 24 R. Are Class Members entitled to costs and attorneys' fees?
- 25 S. Are Class Members entitled to interest?

26 **C. Typicality**

27 30. The claims of Plaintiff herein alleged are typical of those claims which could be
28 alleged by any Class Members, and the relief sought is typical of the relief which would be sought

1 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
2 damages arising out of and caused by Defendants' common course of conduct in violation of laws
3 and regulations that have the force and effect of law and statutes as alleged herein.

4 **D. Adequacy of Representation**

5 31. Plaintiff will fairly and adequately represent and protect the interest of Class
6 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
7 hour class actions.

8 **E. Superiority of Class Action**

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

15 33. Class action treatment will allow Class Members to litigate their claims in a manner
16 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
17 any difficulties that are likely to be encountered in the management of this action that would
18 preclude its maintenance as a class action.

19 **FIRST CAUSE OF ACTION**

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

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

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

26 36. At all times relevant to this Complaint, Labor Code section 510 was in effect and
27 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
28 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated

1 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

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

14 39. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
15 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
16 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
17 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
18 Wage Order(s), and California law.

19 40. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
20 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
21 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
22 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

23 **SECOND CAUSE OF ACTION**

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

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

27 42. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage

1 Order(s).

2 43. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
3 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
4 Defendants' control.

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

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

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

16 **THIRD CAUSE OF ACTION**

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

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

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

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

28 50. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee

1 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
2 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
3 of compensation for each workday that the meal period is not provided.

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

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

14 53. 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 additional pay
16 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

21 **FOURTH CAUSE OF ACTION**

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

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

25 56. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by applicable Wage Orders.

27 57. California law and applicable Wage Order(s) require that employers "authorize and
28 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour

1 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
4 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
5 thirty (30) minutes of paid rest period.

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

10 59. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
12 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
13 Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular
14 rate of compensation on the occasions that Class Members were not authorized or permitted to take
15 compliant rest periods.

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

20 61. 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 additional pay
22 owed for rest periods that they were not authorized or permitted to take.

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

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1 **FIFTH CAUSE OF ACTION**

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

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

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

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

15 66. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure to provide overtime, minimum, tip allocation wages, sick leave or vacation wages, mentioned
18 above, failed to pay Plaintiff and Class Members all wages earned including without limitation,
19 premium wages prior to resignation or termination in accordance with Labor Code sections 201 or
20 202.

21 67. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
22 Members all wages earned prior to termination or resignation in accordance with Labor Code
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
24 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
25 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
27 termination or resignation.

28 68. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to

1 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
2 resignation, until paid, up to a maximum of thirty (30) days.

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

6 70. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
7 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
8 waiting time penalties, interest, and their costs of suit, as well.

9 **SIXTH CAUSE OF ACTION**

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

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

13 72. At all relevant times, Labor Code section 200 provides that “wages include all
14 amounts for labor performed by employees of every description, whether the amount is fixed or
15 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation.”

16 73. At all relevant times, Labor Code section 204 states that all wages earned by any
17 person in any employment are payable twice during the calendar month, and must be paid not more
18 than seven days following the close of the period when the wages were earned.

19 74. At all relevant times, Plaintiff and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
21 Orders.

22 75. At all relevant times, Labor Code section 204 expressly required employers who pay
23 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
24 calendar days following the close of the payroll period.” Due to Defendants' failure to pay Plaintiff
25 and Class Members all minimum, or overtime wage compensation, and meal and rest period
26 premiums as described above, Defendants failed to timely pay its employees within seven calendar
27 days following the close of payroll in accordance with Labor Code section 204 on a regular and
28 consistent basis.

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

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

SEVENTH CAUSE OF ACTION

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

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

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

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

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

82. Defendants' failure to, on occasion, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to

1 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
2 provided wage statements that Defendants knew were not accurate.

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

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

14 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
15 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
16 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
17 attorneys' fees, and costs of suit.

18 **EIGHTH CAUSE OF ACTION**

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

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

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

27 88. Section 246(c) of the Labor Code states: "An employee shall be entitled to use
28 accrued paid sick days beginning on the 90th day of employment, after which day the employee

1 may use paid sick days as they are accrued.”

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

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

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

16 92. As a result, and upon information and belief, Defendants have a continuous and
17 consistent policy of depriving Plaintiff and Class Members with the appropriate paid sick days
18 pursuant to section 246 and failing to identify the available sick days on wage statements.

19 93. Upon information and belief, Defendants operate under an absence control policy
20 that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in
21 discipline, discharge, demotion, or termination. Thus, Defendants and/or DOES’ sick pay policy
22 punishes Plaintiff and Class Members by way of suspension and/or termination for use of protected
23 and appropriate sick leave.

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

28 95. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and Class

1 Members that he seeks to represent have incurred damages, in amounts to be determined at trial,
2 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and
3 costs, pursuant to the California Labor Code discussed herein.

4 **NINTH CAUSE OF ACTION**

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

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

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

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

13 99. For three (3) years prior to the filing of the Complaint in this Action through the
14 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
15 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
16 obedience to the directions of Defendants that included, without limitation: using cellular phones
17 for work-related purposes.

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

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

24 102. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
25 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
26 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
27 costs of suit.

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1 **TENTH CAUSE OF ACTION**

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

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

5 104. Plaintiff and Class Members are aggrieved employees as defined under Labor Code
6 section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed
7 by the alleged violators, Defendants.

8 105. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'
9 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the
10 penalty provisions, without limitation, based on the following Labor Code sections: 200, 201, 202,
11 203, 204, 210, 218.6, 226, 226.3, 226.7, 222.7, 233, 234, 245, 246, 510, 512, 558, 558.1, 1174,
12 1194, 1194.2, 1197, *et al.*, 2810.5, and Wage Order 5.

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

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

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

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

28 c. The civil penalties provided for in this section are in addition to any other civil or

1 criminal penalty provided by law.

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

9 109. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
10 LWDA and Defendants postmarked on February 10, 2025. The LWDA has not provided notice of
11 its intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark
12 date of the letters.

13 **ELEVENTH CAUSE OF ACTION**

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

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

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

23 112. As a result of Defendants’ occasional unfair competition as alleged herein, Plaintiff
24 and Class Members have suffered injury in fact and lost money or property.

25 113. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
26 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
27 Code and requiring the establishment of appropriate and effective means to prevent further
28 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,

1 including interest thereon, in which they had a property interest and which Defendants nevertheless
2 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
3 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
4 by their failure to comply with the Labor Code.

5 114. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
6 Procedure section 1032 and interest under Civil Code section 3287.

7 **DEMAND FOR JURY TRIAL**

8 115. Plaintiff demands a trial by jury on all causes of action contained herein

9 **PRAYER**

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

- 12 A. An order certifying this case as a Class Action;
- 13 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
14 counsel as class counsel;
- 15 C. Damages for all wages earned and owed, including minimum, and/or overtime
16 wages under Labor Code sections 218.6, 510, 1194, 1197, and 1199;
- 17 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 18 E. Damages for unpaid premium wages from missed meal and rest periods under,
19 among other Labor Code sections, 512 and 226.7;
- 20 F. Penalties for inaccurate wage statements under Labor Code section 226,
21 subdivision (e);
- 22 G. Waiting time penalties under Labor Code section 203;
- 23 H. Damages for failing to timely pay wages under Labor Code section 204 and
24 penalties pursuant to section 210;
- 25 I. Damages under Labor Code section 2802;
- 26 J. For penalties pursuant to Labor Code section 227.3, as may be proven;
- 27 K. Damages and/or monies owed for failing to adopt compliant and/or unlawful sick
28 pay policy;

- 1 L. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
2 proven;
3 M. Preliminary and permanent injunctions prohibiting Defendants from further
4 violating the California Labor Code and requiring the establishment of appropriate
5 and effective means to prevent future violations;
6 N. Restitution of wages and benefits due which were acquired by means of any unfair
7 business practice, according to proof;
8 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
9 P. For attorneys' fees in prosecuting this action;
10 Q. For costs of suit incurred herein; and
11 R. For such other and further relief as the Court deems just and proper.

12 Dated: May 28, 2025

MIRACLE MILE LAW GROUP, LLP

13
14 BY: 

15 STEVEN I. AZIZI
SEVADA HAKOPIAN

16 Attorneys for Plaintiff DYLAN WALKER, on behalf
17 of himself and all others similarly situated
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