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ALCARAZ, individually, and on behalf of  
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

LORRAINE ALCARAZ, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSAL PROTECTION SERVICE, LP;  
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2511369

**CLASS ACTION**

**FIRST AMENDED COMPLAINT:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wage
5. Failure to Pay All Wages Due to Discharged or Quitting Employees
6. Failure to Provide Accurate Itemized Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Violation of the Private Attorneys General Act

**DEMAND FOR JURY TRIAL**

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1 conducts business in, and engages in illegal payroll practices or policies in, the County of San  
2 Bernardino, State of California.

3 6. The true names and capacities of DOES 1 through 100, inclusive, are unknown to  
4 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious  
5 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT  
6 designated as a DOE is highly responsible in some manner for the events and happenings referred  
7 to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will  
8 seek leave of the court to amend this Complaint to allege their true names and capacities when  
9 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged  
10 in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint  
11 employers of PLAINTIFF.

12 7. There exists, and at all times herein mentioned existed, a unity of interest and  
13 ownership between the named DEFENDANTS, including DOES, such that any corporate  
14 individuality and separateness between the named defendants has ceased, and that the named  
15 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single  
16 enterprise, or are mere instrumentalities of one another.

17 8. At all material times herein, each DEFENDANT was the agent, servant, co-  
18 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,  
19 and course of said agency, service, conspiracy and/or employment and with the express and/or  
20 implied knowledge, permission, and consent of the remaining Defendants, and ratified and  
21 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed  
22 alternative theories whenever not doing so would result in a contradiction with the other allegations.

23 9. Whenever reference is made in this Complaint to any act, deed, or conduct of  
24 Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or  
25 through one or more of its officers, directors, agents, employees, or representatives who was  
26 actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary  
27 business and affairs.

28 10. As to the conduct alleged herein, each act was authorized, ratified or directed by

1 DEFENDANTS' officers, directors, or managing agents.

2 11. At all relevant times herein, PLAINTIFF and other aggrieved employees were  
3 employed by DEFENDANTS under employment agreements that were partly written, partly oral,  
4 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each  
5 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying  
6 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and  
7 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide  
8 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized  
9 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved  
10 employees for necessary expenditures; and requiring, permitting or suffering the employees to work  
11 off the clock, in violation of the California Labor Code and the applicable Welfare Commission  
12 ("IWC") Orders.

13 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every of  
14 the acts and omissions alleged herein were performed by, and/or attributable to, all  
15 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of  
16 each of the other DEFENDANTS, and that said acts and failures to act were within the course and  
17 scope of said agency, employment and/or direction and control.

18 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting  
19 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision  
20 regulating minimum wages or hours and days of work in any order of the Industrial Welfare  
21 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

22 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,  
23 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet  
24 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### 25 **JURISDICTION AND VENUE**

26 15. The Superior Court of the State of California has jurisdiction in this matter because  
27 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business  
28 in California and regularly conduct business in California. Further, no federal question is at issue

1 because the claims are based solely on California law.

2 16. Venue is proper in this judicial district and the County of San Bernardino, California  
3 because aggrieved employees performed work for DEFENDANTS in the County of San  
4 Bernardino, DEFENDANTS maintain offices and facilities and transact business in the County of  
5 San Bernardino, and DEFENDANTS' illegal payroll policies and practices, which are the subject  
6 of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated in  
7 the County of San Bernardino.

### 8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

9 17. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor  
10 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former  
11 non-exempt aggrieved employees of DEFENDANTS working as Warehouse Associates, or in  
12 similar non-exempt positions in the State of California at any time within the period beginning one  
13 year prior to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the time  
14 this action settles or proceeds to final judgment ("PENALTY PERIOD").

15 18. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing  
16 on April 25, 2025 to the California Labor and Workforce Development Agency ("LWDA") and by  
17 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage  
18 Orders alleged to have been violated, including the facts and theories to support the alleged  
19 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more  
20 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has  
21 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,  
22 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3  
23 to commence a representative action under PAGA.

### 24 **CLASS ACTION ALLEGATIONS**

25 19. This action is appropriately suited for a Class Action because:

26 a. The potential class is a significant number. Joinder of all current and former  
27 employees individually would be impractical.  
28

b. This action involves common questions of law and fact to the potential class because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all hourly employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of the PLAINTIFF are typical of the class because DEFENDANTS subjected all of their hourly employees to the identical violations of the California Labor Code and California Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

**FIRST CAUSE OF ACTION**

### Failure to Provide Required Meal Periods

**[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

**(Against All DEFENDANTS)**

20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

21. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 9-2001, § 11.

22. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

1           23.     DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,  
2     and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS  
3     for all hours worked during their meal periods.

4           24.     As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
5     MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned  
6     and due, interest, penalties, expenses, and costs of suit.

7                                 **SECOND CAUSE OF ACTION**

8                                 **Failure to Provide Required Rest Periods**

9                                 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

10                                **(Against All DEFENDANTS)**

11           25.     PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
12     allegations in the foregoing paragraphs.

13           26.     At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
14     practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed  
15     to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor  
16     Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

17           27.     DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
18     Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
19     provided with a rest period, in accordance with the applicable wage order, one additional hour of  
20     compensation at each employee's regular rate of pay for each workday that a rest period was not  
21     provided.

22           28.     As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
23     MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned  
24     and due, interest, penalties, expenses, and costs of suit.

25                                **THIRD CAUSE OF ACTION**

26                                **Failure to Pay Overtime Wages**

27                                **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

28                                **(Against All DEFENDANTS)**

1           29.     PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
2     allegations in the foregoing paragraphs.

3           30.     Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001,  
4     § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all  
5     overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours  
6     worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight  
7     (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of  
8     twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the  
9     seventh consecutive day of work in any workweek.

10          31.     PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
11     employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order  
12     No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and  
13     CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of  
14     the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime  
15     at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code  
16     §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting or suffering PLAINTIFF  
17     and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and  
18     CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording  
19     time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain  
20     PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage  
21     statements to PLAINTIFF for each pay period; and other methods to be discovered.

22          32.     In violation of California law, DEFENDANTS have knowingly and willfully  
23     refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
24     wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
25     have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
26     wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
27     DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
28     in amounts according to proof at time of trial, and within the jurisdiction of this Court.



1           33.     DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
2     1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code  
3     §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
4     Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
5     unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,  
6     expenses, and costs of suit.

7                                   **FOURTH CAUSE OF ACTION**

8                                   **Failure to Pay Minimum Wages**

9                                   **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

10                                  **(Against All DEFENDANTS)**

11           34.     PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
12     allegations in the foregoing paragraphs.

13           35.     Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-  
14     2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked  
15     in a payroll period is unlawful.

16           36.     During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
17     CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
18     permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
19     permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;  
20     illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;  
21     failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide  
22     accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;  
23     and other methods to be discovered.

24           37.     DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,  
25     1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned  
26     violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
27     proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,  
28     1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF

1 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
2 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

5 **[Cal. Labor Code §§ 201, 202, 203]**

6 **(Against All DEFENDANTS)**

7 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in the foregoing paragraphs.

9 39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are  
10 required to pay all earned and unpaid wages to an employee who is discharged. California Labor  
11 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued  
12 and unpaid at the time of discharge are due and payable immediately.

13 40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are  
14 required to pay all accrued wages due to an employee no later than 72 hours after the employee  
15 quits his or her employment, unless the employee provided 72 hours previous notice of his or her  
16 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

17 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
18 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
19 discharged or who quits, the employer is liable for waiting time penalties in the form of continued  
20 compensation to the employee at the same rate for up to 30 workdays.

21 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
22 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
23 California Labor Code §§ 201 and 202.

24 43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
25 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
26 together with interest thereon, as well as other available remedies.

27 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
28 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according

1 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery  
2 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor  
3 Code §§ 1194 and 2699

4 **SIXTH CAUSE OF ACTION**

5 **Failure to Provide Accurate Itemized Wage Statements**

6 **[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]**

7 **(Against All DEFENDANTS)**

8 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
9 allegations in the foregoing paragraphs.

10 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
11 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
12 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
13 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
14 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
15 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
16 § 226 and IWC Wage Order No. 4-2001, § 7.

17 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
18 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
19 statements in accordance with California Labor Code § 226(a).

20 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
21 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
22 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
23 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
24 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
25 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
26 California Labor Code § 226(e), as well as other available remedies.

27 **SEVENTH CAUSE OF ACTION**

28 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

1 **[Cal. Labor Code § 2802]**

2 **(Against All DEFENDANTS)**

3 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
4 allegations in the foregoing paragraphs.

5 50. California Labor Code § 2802(a) requires an employer to indemnify an employee  
6 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
7 discharge of his or her duties, or of his or her obedience to the directions of the employer.

8 51. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to  
9 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred  
10 in direct consequence of the discharge of their duties while working under the direction of  
11 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other  
12 employment-related expenses, in violation of California Labor Code § 2802.

13 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
14 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,  
15 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California  
16 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all  
17 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,  
18 including those provided in California Labor Code § 2802(c), as well as other available remedies.

19 **EIGHTH CAUSE OF ACTION**

20 **Unfair and Unlawful Business Practices**

21 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

22 **(Against All DEFENDANTS)**

23 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
24 allegations in the foregoing paragraphs.

25 54. Each and every one of DEFENDANTS' acts and omissions in violation of the  
26 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not  
27 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'  
28 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay

1 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,  
2 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,  
3 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain  
4 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS  
5 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties  
6 constitutes unfair and unlawful business practices under California Business and Professions Code  
7 § 17200 *et seq.*

8 55. DEFENDANTS' violations of California wage and hour laws constitute a business  
9 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a  
10 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS  
11 MEMBERS.

12 56. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,  
13 rest periods, and other benefits as required by the California Labor Code, the California Code of  
14 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,  
15 report, and pay the correct sums of assessment to the state authorities under the California Labor  
16 Code and other applicable regulations.

17 57. As a result of DEFENDANTS' unfair and unlawful business practices,  
18 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense  
19 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made  
20 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

21 58. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
22 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited  
23 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS  
24 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and  
25 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS  
26 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

27 **NINTH CAUSE OF ACTION**

28 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

1 **[Cal. Labor Code §§ 2698- 2699.5]**

2 **(Against All DEFENDANTS)**

3 59. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
4 allegations in the foregoing paragraphs.

5 60. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
6 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
7 current and former employees of DEFENDANTS pursuant to the procedures specified in California  
8 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by  
9 DEFENDANTS and one or more of the alleged violations of the California Labor Code were  
10 committed against PLAINTIFF during the PENALTY PERIOD.

11 61. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor  
12 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited  
13 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage  
14 Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth  
15 above, including but not limited to:

- 16 a. Failing to properly compensate PLAINTIFF and other current and former  
17 employees for missed meal periods in violation of California Labor Code §§  
18 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 9;
- 19 b. Failing to properly compensate PLAINTIFF and other current and former  
20 employees for missed rest periods in violation of California Labor Code §§  
21 226.7 and 512 and IWC Wage Order No. 4;
- 22 c. Failing to properly compensate PLAINTIFF and other current and former  
23 employees for all overtime hours worked in violation of California Labor Code  
24 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;
- 25 d. Failing to compensate PLAINTIFF and other current and former employees at a  
26 wage rate at least equal to the California minimum wage for each hour worked  
27 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and  
28 IWC Wage Order No. 4;

- e. Failing to maintain required records in violation of California Labor Code §§ 1174-1174.5;
- f. Failing to provide PLAINTIFF and other current and former employees with accurate itemized wage statements that set forth the wage rate paid for each hour worked, in violation of California Labor Code § 226;
- g. Failing to properly compensate PLAINTIFF and other current and former employees for all wages when due in violation of California Labor Code §§ 201, 202, and 204;
- h. Failing to indemnify PLAINTIFF and other current and former employees for necessary expenditures incurred in discharge of duties in violation of California Labor Code § 2802; and

62. These penalties are in addition to any other relief available under the Labor Code. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF is entitled to such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

### **PRAYER FOR RELIEF**

**WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including the value of the unlawfully converted tips, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;

3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
14. For such other and further relief that the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 14, 2025

Respectfully submitted,



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THE KICK LAW FIRM, APC

By: *Tyler Dosaj*

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TARAS KICK  
TYLER J. DOSAJ

Attorneys for Plaintiff LORRAINE  
ALCARAZ, individually, and on behalf of all  
others similarly situated

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I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

• **FIRST AMENDED COMPLAINT**

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C: (916) 803-7170 (Alex)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 14, 2025.

/s/ Anita Ramasastry  
Anita Ramasastry