

1 Tyler J. Woods, Esq. (SBN 232464)
 2 tyler.woods@wilshirelawfirm.com
 3 James Yoo, Esq. (SBN 310680)
 4 james.yoo@wilshirelawfirm.com
 5 Heriberto Ponce, Esq. (SBN 339713)
 6 eddie.ponce@wilshirelawfirm.com
 7 Ruby Carrera, Esq. (SBN 343745)
 8 ruby.carrera@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, CA 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

9 Attorneys for Plaintiff

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

13 LIAM ANDERSON, individually, and on behalf
 14 of all others similarly situated, and on behalf of
 15 the State of California and other aggrieved
 16 persons,

16 *Plaintiff,*

17 v.

18 TAIHEIYO CORPORATION, a California
 19 corporation; and DOES 1 through 10, inclusive,

20 *Defendants.*

Case No.: 24STCV25277

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Conversion (Cal. Civ. Code § 3336); and
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff LIAM ANDERSON (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants TAIHEIYO CORPORATION and
6 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
8 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
10 accurate wage statements, failure to indemnify employees for expenditures, and failure to pay all
11 tips earned.

12 2. Plaintiff brings the First through Ninth Causes of Action individually and as a class
13 action on behalf of himself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
15 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
16 California as an hourly-paid or non-exempt employee during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Plaintiff brings the Tenth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in
21 the State of California during the statute of limitations period for his PAGA claim (hereinafter
22 referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

28 5. Despite these requirements, throughout the statutory period, Defendants maintained

1 a systematic, company-wide policy and practice of:

- 2 (a) Failing to pay employees for all hours worked, including all minimum,
3 straight time, and overtime wages in compliance with the California Labor
4 Code and IWC Wage Orders;
- 5 (b) Failing to provide employees with timely and duty-free meal periods in
6 compliance with the California Labor Code and IWC Wage Orders, failing
7 to maintain accurate records of all meal periods taken or missed, and failing
8 to pay an additional hour's pay for each workday a meal period violation
9 occurred;
- 10 (c) Failing to authorize and permit employees to take timely and duty-free rest
11 periods in compliance with the California Labor Code and IWC Wage
12 Orders, and failing to pay an additional hour's pay for each workday a rest
13 period violation occurred;
- 14 (d) Willfully failing to pay employees all expenditures, minimum wages,
15 straight time wages, overtime wages, meal period premium wages, and rest
16 period premium wages due within the time period specified by California
17 law when employment terminates;
- 18 (e) Failing to provide employees with accurate, itemized wage statements
19 containing all the information required by the California Labor Code and
20 IWC Wage Orders;
- 21 (f) Failing to indemnify employees for expenditures incurred in direct discharge
22 of duties of employment; and
- 23 (g) Failing to pay employees for all tips earned.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.

28 7. At all relevant times, Defendants were and are legally responsible for all of the

1 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
2 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
3 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
4 “respondeat superior.”

5 **THE PARTIES**

6 **A. Plaintiff**

7 8. Plaintiff LIAM ANDERSON is a California resident who worked for Defendants in
8 Los Angeles County, California as an hourly-paid, non-exempt employee in the position of a server
9 from approximately March of 2024 to approximately April of 2024.

10 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
11 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
12 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

13 **B. Defendants**

14 10. Plaintiff is informed and believes, and based upon that information and belief
15 alleges, that Defendant TAIHEIYO CORPORATION is, and at all times herein mentioned, was:

16 (a) An entity qualified to do business and actually conducting business in
17 numerous counties throughout the State of California, including in Los
18 Angeles County; and,

19 (b) The former employer of Plaintiff and the current and/or former employer of
20 the putative Class because Defendant TAIHEIYO CORPORATION
21 suffered and permitted Plaintiff and the Class to work, and/or controlled their
22 wages, hours, or working conditions.

23 11. Plaintiff does not know the true names or capacities of the persons or entities sued
24 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
25 of the Doe Defendants was in some manner legally responsible for the damages suffered by
26 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
27 names and capacities of these Defendants when they have been ascertained, together with
28 appropriate charging allegations, as may be necessary.

1 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
2 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
3 injured a significant number of the Plaintiff and the Class in the State of California.

4 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
5 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
6 other employees described in the class definitions below, and exercised control over their wages,
7 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
8 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
9 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
10 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
11 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
12 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
13 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
14 to and within the scope of the relationships alleged above, that each Defendant knew or should
15 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
16 conduct of all other Defendants.

17 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

18 14. Plaintiff worked for Defendants as an hourly-paid, non-exempt employee. During
19 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
20 him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least eight
21 hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than
22 forty (40) hours in a workweek.

23 15. Throughout Plaintiff's employment, Defendants, at times, failed to pay for all hours
24 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with
25 legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed
26 to timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to
27 furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and
28 failed to pay Plaintiff for all tips earned. As discussed below, Plaintiff's experience working for

1 Defendants was typical and illustrative.

2 16. Throughout the statutory period, Defendants maintained a policy and practice of not
3 paying Plaintiff and the Class, or some of them, for all hours worked, including minimum, straight
4 time, and overtime wages. Defendants required Plaintiff and the Class to work “off-the-clock,”
5 uncompensated. Some of this unpaid work should have been paid at the overtime rate. In failing
6 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
7 Plaintiff and the Class worked.

8 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
9 and the Class, or some of them, with legally compliant meal periods. Defendants regularly, but
10 not always, required Plaintiff and the Class to work in excess of five consecutive hours a day
11 without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of
12 work, or without compensating Plaintiff and the Class for meal periods that were not provided by
13 the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert
14 control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work
15 tasks which could not be completed without working in lieu of taking mandatory meal periods, or
16 by denying Plaintiff and the Class permission to take a meal period. Defendants also never
17 informed Plaintiff of his right to, nor permitted him to take, a second meal period when Plaintiff
18 worked at least ten hours of work in a workday. Accordingly, Defendants’ policy and practice was
19 not to provide meal periods to Plaintiff and the Class in compliance with California law.

20 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
21 and permit Plaintiff and the Class, or some of them, to take legally compliant rest periods.
22 Defendants regularly, but not always, required Plaintiff and the Class to work in excess of four
23 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
24 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
25 or without compensating Plaintiff and the Class for rest periods that were not authorized or
26 permitted. Instead, Defendants continued to assert control over Plaintiff and the Class by requiring,
27 pressuring, or encouraging them to perform work tasks which could not be completed without
28 working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Class permission

1 to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit
2 Plaintiff and the Class to take rest periods in compliance with California law.

3 19. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiff and the Class, or some of them, all final wages due at their termination of employment.
5 In addition, Plaintiff's final paychecks did not include payment for all expenditures, tips earned,
6 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
7 period premium wages owed to him by Defendants at the conclusion of his employment. On
8 information and belief, Defendants' failure to timely pay Plaintiff's final wages when his
9 employment terminated was not a single, isolated incident, but was instead consistent with
10 Defendants' policy and practice that applied to Plaintiff and the Class.

11 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class,
12 or some of them, with accurate, itemized wage statements showing all applicable hourly rates, all
13 overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct
14 wages for meal periods that were not provided in accordance with California law, and correct
15 wages for rest periods that were not authorized and permitted to take in accordance with California
16 law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class
17 suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum, straight time, overtime, meal period premium, and rest period
20 premium wages, even though they were entitled;
- 21 (b) the violations led them to believe that they had been paid the minimum,
22 straight time, overtime, meal period premium, and rest period premium
23 wages, even though they had not been;
- 24 (c) the violations led them to believe they were not entitled to be paid minimum,
25 straight time, overtime, meal period premium, and rest period premium
26 wages at the correct California rate even though they were entitled;
- 27 (d) the violations led them to believe they had been paid minimum, straight time,
28 overtime, meal period premium, and rest period premium wages at the

correct California rate even though they had not been;

- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages
- (g) owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (h) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (i) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Class regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, the use of personal cell phones for work-related purposes.

22. Plaintiff and the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these employment-related expenses.

23. Throughout the statutory period, Defendants have converted the property of Plaintiff and the Class by willfully failing to pay Plaintiff and the Class all earned tips and gratuities.

CLASS ACTION ALLEGATIONS

24. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

25. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

26. The proposed Class consists of and is defined as:

All persons who worked for any Defendants in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

27. At all material times, Plaintiff was a member of the Class.

28. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

29. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

1 the interests of each Class Member with whom there is a shared, well-
2 defined community of interest and typicality of claims, as demonstrated
3 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
4 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
5 rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action, will
7 continue to incur costs and attorneys' fees that have been, are, and will be
8 necessarily expended for the prosecution of this action for the substantial
9 benefit of each class member.

10 (d) Superiority: A Class Action is superior to other available methods for the
11 fair and efficient adjudication of the controversy, including consideration of:

- 12 1) The interests of the members of the Class in individually controlling
13 the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of the
17 claims in the particular forum; and,
- 18 4) The difficulties likely to be encountered in the management of a class
19 action.

20 (e) Public Policy Considerations: The public policy of the State of California is
21 to resolve the California Labor Code claims of many employees through a
22 class action. Indeed, current employees are often afraid to assert their rights
23 out of fear of direct or indirect retaliation. Former employees are also fearful
24 of bringing actions because they believe their former employers might
25 damage their future endeavors through negative references and/or other
26 means. Class actions provide the class members who are not named in the
27 complaint with a type of anonymity that allows for the vindication of their
28 rights at the same time as their privacy is protected.

1 30. There are common questions of law and fact as to the Class (and each subclass, if
2 any) that predominate over questions affecting only individual members, including without
3 limitation, whether, as alleged herein, Defendants have:

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to provide Class Members with timely final wages;
- 11 (e) Failed to provide Class Members with accurate wage statements;
- 12 (f) Withheld gratuities which were provided to Class Members by patrons;
- 13 (g) Failed to indemnify Class Members for expenditures;
- 14 (h) Failed to pay Class Members for all tips earned; and,
- 15 (i) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
16 result of their illegal conduct as described above.

17 31. This Court should permit this action to be maintained as a class action pursuant to
18 California Code of Civil Procedure § 382 because:

- 19 (a) The questions of law and fact common to the Class predominate over any
20 question affecting only individual members;
- 21 (b) A class action is superior to any other available method for the fair and
22 efficient adjudication of the claims of the members of the Class;
- 23 (c) The members of the Class are so numerous that it is impractical to bring all
24 members of the class before the Court;
- 25 (d) Plaintiff, and the other members of the Class, will not be able to obtain
26 effective and economic legal redress unless the action is maintained as a
27 class action;
- 28 (e) There is a community of interest in obtaining appropriate legal and equitable

relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

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FIRST CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Minimum and
Straight Time Wages for All Hours Worked)**

33. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

34. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

36. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

37. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

38. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class, or some of them, for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

39. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

40. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

41. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
2 by law, including minimum and straight time wages. However, during all such times, Defendants
3 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
4 pay those wages twice a month.

5 42. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
6 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
7 Code §§ 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Overtime Wages)**

10 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
11 1 through 22 in this Complaint.

12 44. California Labor Code § 510 provides that employees in California shall not be
13 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
14 receive additional compensation beyond their regular wages in amounts specified by law.

15 45. California Labor Code §§ 1194 and 1198 provide that employees in California shall
16 not be employed more than eight hours in any workday unless they receive additional
17 compensation beyond their regular wages in amounts specified by law. Additionally, California
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
19 by the IWC is unlawful.

20 46. At all times relevant hereto, Plaintiff and the Class, or some of them, have at times
21 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
22 employees of Defendants.

23 47. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, or some
24 of them, overtime compensation for the hours they have worked in excess of the maximum hours
25 permissible by law as required by California Labor Code §§ 510 and 1198.

26 48. By virtue of Defendants' unlawful failure to pay additional premium rate
27 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class,
28 or some of them, have suffered, and will continue to suffer, damages in amounts which are

1 presently unknown to them but which exceed the jurisdictional minimum of this Court and which
2 will be ascertained according to proof at trial.

3 49. By failing to keep adequate time records required by Labor Code § 1174(d),
4 Defendants have made it difficult to calculate the full extent of overtime compensation due to
5 Plaintiff and the Class.

6 50. Plaintiff and the Class also request recovery of overtime compensation according to
7 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
8 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
9 Labor Code and/or other statutes.

10 51. California Labor Code § 204 requires employers to provide employees with all
11 wages due and payable twice a month. The Wage Orders also provide that every employer shall
12 pay to each employee, on the established payday for the period involved, overtime wages for all
13 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class,
14 or some of them, with all compensation due, in violation of California Labor Code § 204.

15 **THIRD CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Provide Meal Periods)**

17 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 22 in this Complaint.

19 53. Under California law, Defendants have an affirmative obligation to relieve the
20 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
21 start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal
22 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
23 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
24 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
25 California Labor Code § 226.7 for an employer to require any employee to work during any meal
26 period mandated under any Wage Order.

27 54. Despite these legal requirements, Defendants at times failed to provide Plaintiff and
28 the Class, or some of them, with both meal periods as required by California law. By their failure

1 to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as alleged
2 above (or due to the fact that Defendants made it impossible or impracticable to take these
3 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code
4 § 226.7 and the applicable Wage Orders.

5 55. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 additional wages for each workday he or she was not provided with all required meal period(s),
7 plus interest thereon.

8 **FOURTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

10 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
11 1 through 22 in this Complaint.

12 57. Defendants are required by California law to authorize and permit breaks of ten
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
14 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
15 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
16 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
17 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
18 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
19 an employer to require any employee to work during any rest period mandated under any Wage
20 Order.

21 58. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
22 Class, or some of them, to take rest breaks, regardless of whether employees worked more than
23 four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take
24 rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
25 to take these uninterrupted rest periods), Defendants willfully violated the provisions of California
26 Labor Code § 226.7 and the applicable Wage Orders.

27 59. Under California law, Plaintiff and the Class are entitled to be paid one hour of
28 premium wages rate for each workday he or she was not provided with all required rest break(s),

1 plus interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Pay Wages of**
4 **Discharged Employees – Waiting Time Penalties)**

5 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
6 1 through 22 in this Complaint.

7 61. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
8 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
9 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
10 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
11 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
12 which case the employee is entitled to his or her wages at the time of quitting.

13 62. Within the applicable statute of limitations, the employment of many other members
14 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
15 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
16 terminated Class Members, without abatement, all wages required to be paid by California Labor
17 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
18 leaving Defendants' employ.

19 63. Defendants' failure to pay those Class members, or some of them, who are no longer
20 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-
21 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§
22 201 and 202.

23 64. California Labor Code § 203 provides that if an employer willfully fails to pay
24 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
25 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
26 but the wages shall not continue for more than thirty (30) days.

27 65. The Class is entitled to recover from Defendants their additionally accruing wages
28 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum

pursuant to California Labor Code § 203.

66. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain

Accurate and Compliant Wage Records)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

68. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

70. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

71. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both

1 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
2 statements under California Labor Code § 226(a).

3 72. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
4 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
5 a result of having to bring this action to attempt to obtain correct wage information following
6 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
7 laws and regulations.

8 73. Plaintiff and the Class are entitled to recover from Defendants the greater of their
9 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or
10 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

11 74. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
12 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
13 § 226(h).

14 **SEVENTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

16 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 22 in this Complaint.

18 76. As set forth above, Plaintiff and the Class were required to incur substantial
19 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
20 obedience to directions of Defendants.

21 77. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
22 Plaintiff and the Class, or some of them, for necessary expenditures and losses incurred in direct
23 consequence of the discharge of their duties or of their obedience to directions of Defendants.

24 78. As a result, Plaintiff and the Class were damaged at least in the amounts of the
25 expenses they paid, or which were deducted by Defendants from their wages.

26 79. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
27 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
28 § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Conversion)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

81. As set forth above, Defendants have converted the property of Plaintiff and the Class by willfully failing to pay Plaintiff and the Class all earned tips and gratuities.

82. California Labor Code § 351 makes it illegal for an employer to collect tips paid or left for employees and mandates that such tips are the employee's property.

83. By failing to pay Plaintiff and the Class all tips and gratuities earned, Defendants wrongfully exercised dominion over the property of Plaintiff and the Class.

84. As a result, Plaintiff and the Class have been denied the possession, use, and enjoyment of those monies and have been otherwise damaged in an amount to be proved at trial.

85. Plaintiff and the Class have been injured by this conversion and are entitled to all monies converted by the Defendants, with interest thereon, and any and all profits, whether direct or indirect, Defendants acquired by their conversion.

NINTH CAUSE OF ACTION

(Against All Defendants for Violation of California

Business & Professions Code §§ 17200, *et seq.*)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

87. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

88. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

89. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions

Code §§ 17200, *et seq.*

90. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

91. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

92. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

93. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

94. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

95. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

///

Failure to Pay All Tips Earned

96. Defendants' failure to pay all tips earned in accordance with California Labor Code § 351, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

97. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

98. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

99. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

100. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

101. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

102. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

103. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the

Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 et seq.)

104. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

105. At all relevant times, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

106. Plaintiff brings this cause of action as an aggrieved employee, individually and as a representative on behalf of the State of California and all other current and former aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

107. Plaintiff exhausted the administrative prerequisites to the commencement of this action as required by Labor Code section 2699.3. On April 1, 2025, Plaintiff submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiff paid the required filing fee. The LWDA assigned this matter Case No. LWDA-CM-1089714-25.

108. The sixty-five (65) day statutory period for LWDA review elapsed on June 5, 2025, without the LWDA providing notice of its intent to investigate. Accordingly, Plaintiff satisfied the

1 administrative exhaustion requirements of Labor Code section 2699.3 and is authorized to pursue
2 civil penalties under PAGA.

3 109. The statute of limitations applicable to the PAGA claims was tolled during the
4 period of administrative exhaustion pursuant to Labor Code section 2699.3(e).

5 110. The Labor Code violations alleged in this cause of action are the same violations
6 identified in Plaintiff's LWDA notice and arise from Defendants' uniform policies, practices, and
7 course of conduct applicable to Plaintiff and other aggrieved employees. Plaintiff seeks to recover
8 civil penalties for all such violations experienced by Plaintiff and other aggrieved employees
9 during the PAGA period.

10 111. Plaintiff has standing to pursue civil penalties for the violations alleged herein
11 because Plaintiff was employed by Defendants during the PAGA period and personally
12 experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose
13 from Defendants' uniform policies and practices and affected Plaintiff and other aggrieved
14 employees in the same or similar manner, and were not the result of isolated or employee-specific
15 circumstances.

16 112. Based on the conduct described in this Complaint, Defendants violated the
17 California Labor Code, including but not limited to sections 201–204, 226(a), 226.7, 510, 1174,
18 1194, 1197, and 2802.

19 113. Defendants' violations were willful, knowing, and systematic, and resulted from
20 company-wide policies and practices. Upon information and belief, such violations continued
21 during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing
22 Defendants to ongoing civil penalties.

23 114. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks
24 recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable
25 statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific
26 civil penalty is provided, together with all other relief available under PAGA.

27 115. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all
28 aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to the

1 LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor
2 Code section 2699(m).

3 116. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code
4 section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and
5 proper.

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
8 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

9 **Class Certification**

10 1. That this action be certified as a class action with respect to the First, Second, Third,
11 Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;

12 2. That Plaintiff be appointed as the representative of the Class; and,

13 3. That counsel for Plaintiff be appointed as Class Counsel.

14 **As to the First Cause of Action**

15 4. That the Court declare, adjudge, and decree that Defendants violated California
16 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
17 minimum and straight time wages due;

18 5. For unpaid wages as may be appropriate;

19 6. For pre-judgment interest on any unpaid compensation commencing from the date
20 such amounts were due;

21 7. For liquidated damages;

22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and,

24 9. For such other and further relief as the Court may deem equitable and appropriate.

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge, and decree that Defendants violated California
27 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
28 overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

1 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
2 employees who have left Defendants' employ;

3 27. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due;

5 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

6 29. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Sixth Cause of Action

8 30. That the Court declare, adjudge, and decree that Defendants violated the record
9 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
10 willfully failed to provide accurate itemized wage statements thereto;

11 31. For all actual damages, according to proof;

12 32. For statutory penalties pursuant to California Labor Code § 226(e);

13 33. For injunctive relief to ensure compliance with this section, pursuant to California
14 Labor Code § 226(h);

15 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

16 35. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Seventh Cause of Action

18 36. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

20 37. For unpaid wages or unreimbursed business expenses as may be appropriate;

21 38. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;

23 39. For liquidated damages;

24 40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

25 41. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Eighth Cause of Action

27 42. That the Court declare, adjudge, and decree that Defendants violated California Civil
28 Code § 3336 by willfully converting the property of Plaintiff and the Class;

43. For unpaid tips as may be appropriate;

44. For pre-judgment interest on any unpaid tips commencing from the date such amounts were due; and

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to indemnify employees for expenditures, and failing to pay all tips earned;

47. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

48. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

50. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

52. WHEREFORE, Plaintiff, on behalf of the State of California and all aggrieved employees, prays for judgment against Defendants as follows:

53. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violations of the California Labor Code identified in the LWDA notice;

54. For default civil penalties pursuant to Labor Code section 2699(f) for violations of the Labor Code for which no specific civil penalty is provided;

55. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to the

aggrieved employees, pursuant to Labor Code section 2699(m);

56. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

57. For interest as permitted by law;

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

As to all Causes of Action

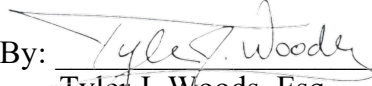
59. For any additional relief that the Court deems just and proper; and

60. For a trial by jury as to all causes of action triable by jury.

Respectfully submitted,

Dated: September 15, 2026

WILSHIRE LAW FIRM

By: 

Tyler J. Woods, Esq.

James Yoo, Esq.

Heriberto Ponce, Esq.

Ruby Carrera, Esq.

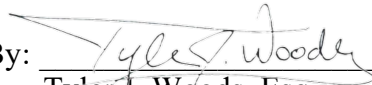
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 15, 2026

WILSHIRE LAW FIRM

By: 

Tyler J. Woods, Esq.

James Yoo, Esq.

Heriberto Ponce, Esq.

Ruby Carrera, Esq.

Attorneys for Plaintiff