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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DANIEL ALCALA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

HORIZON GARDENS, LLC; AARON
WHITFIELD; and DOES 1 through 10, inclusive,

Defendants.

Case No. CVRI2502647

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

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Maintain Accurate Records;
6. Failure to Reimburse Business Expenses;
7. Unfair Competition; and
8. Civil Penalties and Injunctive Relief under PAGA.

JURY TRIAL DEMANDED

1 Plaintiff DANIEL ALCALA (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against
3 defendants HORIZON GARDENS, LLC; AARON WHITFIELD; and DOES 1 through 10, inclusive
4 (collectively, “Defendants”), and alleges with knowledge with respect to his own acts and on
5 information and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure § 382, is
8 brought by Plaintiff individually and on behalf of all current and former non-exempt employees
9 employed by Defendants in California during the Class Period (collectively the “Class” or “Class
10 Members”). The term Class Period is defined as four (4) years prior to the filing of this action to the
11 date of class certification.

12 2. This proposed class action seeks, *inter alia*, unpaid minimum, regular, and overtime
13 wages, meal and rest break premium pay, statutory penalties, liquidated damages, interest, reasonable
14 attorneys’ fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California Industrial
15 Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of
16 Regulations, California Business & Professions Code §§ 17200 *et seq.*, California Civil Code §§ 3287
17 and 3289, California Code of Civil Procedure § 1021.5, and California Labor Code §§ 204, 206, 210,
18 221, 222, 223, 224, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and
19 2804.

20 3. Under the California Unfair Competition Law, Business and Professions Code §§
21 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,
22 Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive relief, and
23 restitution of all benefits Defendants have received from their employees due to their unlawful
24 business practices, including but not limited to, their failure to timely provide minimum, regular, and
25 overtime compensation due for all hours worked during their employment, failure to provide
26 compliant meal periods and rest breaks to their employees or compensation in lieu thereof, failure to
27 provide accurate itemized wage statements, failure to keep accurate records, and failure to reimburse
28 business expenses.

4. Plaintiff also brings an individual and representative action for recovery of civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.* Plaintiff brings this action on behalf of himself and all other current and former non-exempt and/or misclassified employees of Defendants employed in California during the PAGA Period (collectively, “Aggrieved Employees”). The term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants through the date of final judgment.

5. This representative action is brought under, *inter alia*, the California Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure § 1021.5, and Labor Code §§ 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California market so as to render the exercise of jurisdiction over them by the California courts consistent with the traditional notions of fair play and substantial justice.

7. Venue in this County is proper under California Business & Professions Code § 17203 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County.

PARTIES

8. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. Within the statute of limitations periods applicable to the only cause of action pled in this Complaint, Plaintiff was employed by Defendants as a non-exempt employee. Specifically, during the Class Period and PAGA Period, Plaintiff was employed as a server at the Paloma Resort.

1 9. Defendant HORIZON GARDENS, LLC is a California corporation, with its principal
2 place of business located at 67670 Carey Road, Cathedral City, California 92234. HORIZON
3 GARDENS, LLC owns/operates the Paloma Resort, just south of Downtown Palm Springs. As of May
4 1, 2025, HORIZON GARDENS, LLC was not in good standing with the California Franchise Tax
5 Board. On information and belief, HORIZON GARDENS, LLC is currently suspended by the
6 California Franchise Tax Board.

7 10. Defendant AARON WHITFIELD is individual over the age of eighteen (18). On
8 information and belief, AARON WHITFIELD is an owner and manager of HORIZON GARDENS,
9 LLC. On information and belief, AARON WHITFIELD is involved in the day-to-day operations of
10 Defendants' business operations, including implementing practices that violated or caused to be
11 violated the applicable IWC Wage Order provisions regulating minimum wages or hours and days of
12 work, as well as Labor Code §§ 226, 226.7, 1194, and 2802 as set forth below. Therefore, AARON
13 WHITFIELD is liable for these Labor Code and IWC Wage Order violations under Labor Code §
14 558.1.

15 11. Plaintiff is unaware of the true names and capacities of those Defendants identified as
16 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
17 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
18 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
19 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
20 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
21 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
22 responsible for one or more of the wrongful acts and omissions and some portion of the damages
23 alleged herein.

24 12. At all times relevant hereto, each defendant acted in all respects pertinent to this action
25 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
26 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
27 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
28 the Class Members.

1 13. Defendants, each and all of them, at all times relevant, were the joint employers, parent
2 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
3 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
4 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
5 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
6 of Plaintiff's damages alleged herein.

7 14. There exists a unity of interest in ownership between Defendants and DOES 1 through
8 10, inclusive, such that any individuality and separateness between the individual and the corporation
9 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
10 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
11 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
12 control and dominance over such business; (b) that Defendants were conceived, intended and used by
13 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
14 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
15 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
16 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
17 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
18 principal-agency relationship between and among Defendants.

19 15. At all relevant times, Defendants were agents of each other and acting within the course
20 and scope of their agency.

21 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

22 16. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action
23 individually and as a class action on behalf of a proposed Class defined as follows:

24 Class:

25 All current and former non-exempt employees employed by Defendants (whether
26 directly or through staffing agencies) in the State of California within four (4) years
27 prior to the commencement of this action to the date of class certification.

28 17. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765,

1 to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
2 specificity and/or further division into subclasses or limitation to particular issues based on further
3 investigation and discovery.

4 18. This action is brought, and may properly be maintained, as a class action pursuant to
5 California Code of Civil Procedure § 382 because there is a well-defined community of interest in the
6 litigation, and the proposed class is easily ascertainable. This action presents questions of common
7 interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and
8 superiority requirements of this provision.

9 19. Through this action, Plaintiff alleges Defendants have consistently maintained and
10 enforced against Plaintiff and Class Members unlawful employment practices and policies which
11 violate the Labor Code and IWC Wage Orders.

12 20. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
13 Class Period, Defendants failed to pay Plaintiff and Class Members all minimum, regular, and
14 overtime wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During
15 the Class Period, Plaintiff and Class Members regularly worked more than eight (8) hours and/or 10
16 hours per workday, over 40 hours per workweek, and/or over eight (8) hours per workday on the
17 seventh consecutive day of work. Defendants' practices and policies deprived Plaintiff and Class
18 Members of minimum, regular, and overtime wages for work they performed off the clock. Defendants
19 required Plaintiff and Class Members to complete work-related tasks off the clock, such as
20 communicating with Defendants and working through meal periods. Furthermore, Defendants
21 rounded Plaintiff and Class Members' hours worked, including meal periods, thereby depriving them
22 of wages for all hours worked at the legally mandated rates. Specifically, Defendants implemented a
23 common policy and practice of time-shaving by auto-deducting meal periods even though Plaintiff
24 and Class Members were not provided with off-duty meal periods. Defendants did not compensate
25 Plaintiff and Class Members for all hours worked because Plaintiff and Class Members were regularly
26 on-duty during their meal periods.

27 21. **Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
28 the Class Period, Defendants deprived Plaintiff and Class Members of the opportunity to take all of

1 their statutorily entitled meal periods within the appropriate time intervals or provide compensation in
2 lieu thereof in violation of the Labor Code and IWC Wage Orders. During the Class Period,
3 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
4 intervals to Plaintiff and other Class Members as required by Labor Code § 512 and § 11 of the
5 applicable Wage Order. Specifically, Plaintiff and Class Members frequently had their meal periods
6 shortened, interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and
7 prioritizing work demands over taking compliant breaks. On information and belief, Defendants also
8 failed to authorize and permit and/or make available to Plaintiff and/or Class Members second meal
9 periods when they worked more than 10 hours. Furthermore, Defendants rounded Plaintiff and Class
10 Members' hours worked, including meal periods, thereby depriving them of wages for all hours
11 worked at the legally mandated rates. Specifically, Defendants implemented a common policy and
12 practice of time-shaving by auto-deducting meal periods even though Plaintiff and Class Members
13 were not provided with off-duty meal periods. Accordingly, Defendants failed to authorize and permit
14 and/or make available to Plaintiff and Class Members timely, uninterrupted off-duty meal periods for
15 at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and
16 failed to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate
17 of pay for every day in which they were denied a compliant meal period, in violation of the Labor
18 Code and the applicable IWC Wage Orders.

19 **22. Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
20 the Class Period, Defendants failed to permit Plaintiff and Class Members to take all of their statutorily
21 entitled 10- minute rest periods for every four (4) hours worked or major fraction thereof or provide
22 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class
23 Members missed their rest breaks or had them interrupted or governed by Defendants' practices and
24 policies, including scheduling and understaffing. Notwithstanding the above rest break violations,
25 Defendants failed to compensate Plaintiff and Class Members with an additional hour of pay at their
26 regular rate of pay for every day in which they suffered a rest period violation. Accordingly, Employer
27 violated the Labor Code and the applicable IWC Wage Orders.

28 **23. Failure to Reimburse Business Expenses:** Plaintiff is informed, believes, and thereon

alleges that during the Class Period, Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit. For example, Plaintiff and Class Members were required to use their personal cell phones to discuss work-related matters with Defendants' representatives and for other work purposes without any reimbursement.

24. **Wage Statement Violations:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members received wage statements which did not accurately reflect the gross and net wages earned, total hours worked, all applicable rates of pay and the corresponding number of hours worked at each pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class Members, among other things in violation of the Labor Code and IWC Wage Orders.

25. **Failure to Keep Accurate Records:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to keep accurate and complete records of the hours worked by Plaintiff and Class Members in violation of the Labor Code and IWC Wage Orders. Specifically, Plaintiff and Class Members' meal period punches are not accurate and were entered by Defendants to avoid paying Plaintiff and Class Members meal period premiums on days Plaintiff and Class Members suffered meal period violations.

26. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as described throughout this Complaint were willful.

NUMEROSITY

27. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed, believes, and thereon alleges that the Class consists of more than 50 persons.

28. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if

1 not impossible. The identity of Class Members can be ascertained by analysis of Defendants'
2 employee and payroll records.

3 **COMMONALITY**

4 29. Common questions of fact and law exist as to all members of the Class that predominate
5 over any questions affecting only individual Class Members. These common legal and factual
6 questions include, but are not limited to, the following:

7 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
8 regular, and overtime wages for all hours worked by Plaintiff and Class Members;

9 (b) Whether Defendants rounded the time worked by Plaintiff and Class Members,
10 including meal periods, to Defendants' advantage;

11 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
12 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

13 (d) Whether Defendants auto-deducted 30-minute meal periods for missed or short
14 meal periods;

15 (e) Whether Defendants failed to permit timely, uninterrupted, off-duty 10- minute
16 rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class Members
17 without compensation in lieu thereof;

18 (f) Whether Defendants failed pay premium wages to class members when they
19 have not been provided with required meal and/or rest periods;

20 (g) Whether Defendants failed to timely pay Plaintiff and Class Members all wages
21 due by the time set forth in Labor Code § 204;

22 (h) Whether Defendants failed to issue accurate itemized wage statements to
23 Plaintiff and Class Members;

24 (i) Whether Defendants failed to maintain accurate records;

25 (j) Whether Defendants failed to reimburse Plaintiff and Class Members for
26 necessary business expenditures;

27 (k) Whether Defendants' conduct was willful;

28 (l) Whether Defendants engaged in unfair competition in violation of California

1 Business & Professions Code §§ 17200 *et seq.*;

2 (m) Additional common questions of law and fact that may develop as the litigation
3 progresses.

4 **TYPICALITY**

5 30. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical of
6 the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising out of
7 and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of
8 conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the claims of the
9 Class; and the legal issues raised under California state law as a result of Defendants' conduct apply
10 equally to Plaintiff and the Class Members.

11 **ADEQUACY OF REPRESENTATION**

12 31. Plaintiff is an adequate representative of the Class, in that Plaintiff's claims (and
13 defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with Plaintiff's
14 fellow Class Members and will be able to fairly and adequately protect the interests of the Class.
15 Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed to
16 vigorous prosecution of this case and has retained competent counsel experienced in class action and
17 wage and hour litigation of this nature.

18 **PREDOMINANCE**

19 32. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff
20 and Class Members. The common issues arising from this conduct that affect Plaintiff and Class
21 Members predominate over any individual issues. Adjudication of these common issues in a single
22 action has important and desirable advantages of judicial economy.

23 **SUPERIORITY OF CLASS ACTION**

24 33. A class action is superior to other available methods for the fair and efficient
25 adjudication of this controversy because individual litigation of the claims of all Class Members is
26 impracticable. Even if every Class Member could afford individual litigation, the court system could
27 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases
28 would proceed. Individualized litigation would also present the potential for varying, inconsistent, or

1 contradictory judgments and would magnify the delay and expense to all parties and to the court
2 system resulting from multiple trials of the same complex factual issues. Moreover, individual actions
3 by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the
4 conduct of this action as a class action, with respect to some or all of the issues presented herein,
5 presents fewer management difficulties, conserves the resources of the parties and the court system,
6 and protects the rights of each Class Member.

7 34. Defendants have acted or refused to act in respects generally applicable to the Class,
8 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
9 herein.

10 **PUBLIC POLICY CONSIDERATIONS**

11 35. Employers in the State of California violate employment and labor laws every day.
12 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
13 Former employees are fearful of bringing actions because they believe their former employers might
14 damage their future endeavors through negative references and/or other means. Class actions provide
15 Class Members who are not named in the action with a type of anonymity that allows for the
16 vindication of their rights while affording them privacy protections.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES**

19 **(Against All Defendants)**

20 36. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
21 fully set forth herein.

22 37. At all relevant times, Defendants had a duty to comply with Labor Code §§ 204, 206,
23 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable
24 IWC Wage Orders and California Code of Regulations.

25 38. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed
26 on regularly scheduled paydays at least twice during each calendar month, on days designated in
27 advance by the employer as the regular paydays. All wages earned in excess of the normal work
28 period must be paid no later than the payday for the next regular payroll period.

1 39. Labor Code § 206 provides that in case of a dispute over wages, the employer shall
2 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
3 employee all remedies he/she is otherwise entitled to as to any balance claimed.

4 40. Labor Code § 210 provides:
5 every person who fails to pay the wages of each employee as provided
6 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
7 1197.5, shall be subject to a penalty as follows: (1) For any initial
8 violation, one hundred dollars (\$100) for each failure to pay each
9 employee. (2) For each subsequent violation, or any willful or
10 intentional violation, two hundred dollars (\$200) for each failure to pay
11 each employee, plus 25 percent of the amount unlawfully withheld.
12 (b) The penalty shall either be recovered by the employee as a statutory
13 penalty pursuant to Section 98 or by the Labor Commissioner as a civil
14 penalty through the issuance of a citation or pursuant to Section 98.3.

15 41. Labor Code § 221 provides “[i]t shall be unlawful for any employer to collect or receive
16 from an employee any part of wages theretofore paid by said employer to said employee.”

17 42. Labor Code § 223 provides “[w]here any statute or contract requires an employer to
18 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting
19 to pay the wage designated by statute or by contract.”

20 43. Labor Code § 224 prohibits any deduction from an employee’s wages which is not
21 either authorized by the employee in writing or permitted by law.

22 44. Labor Code § 246 requires employers to provide and allow employees to use at least
23 24 hours, or three days, of paid sick leave per year.

24 45. Labor Code § 227.3 requires employers to pay terminated employees for their unused
25 paid vacation time at their final rate of pay.

26 46. At all times relevant, Labor Code § 510, and applicable sections of the California Code
27 of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants and continue to
28 apply to Class Members’ employment with Defendants. Labor Code § 510 and applicable provisions
of the California Code of Regulations and IWC Wage Orders state that any work performed in excess
of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times the
employee's regular rate of pay. Any work performed in excess of 12 hours in a workday must be
compensated at the rate of no less than twice the regular rate of pay for an employee.

1 47. Labor Code § 558 provides “[a]ny employer or other person acting on behalf of an
2 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
3 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
4 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
5 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
6 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
7 for each pay period for which the employee was underpaid in addition to an amount sufficient to
8 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
9 employee.”

10 48. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
11 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
12 minimum wage rates that must be paid to employees for all hours worked in those locales where each
13 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
14 local minimum wage, whichever is higher, for any hour of work.

15 49. Labor Code § 1194 provides that any employee receiving less than the legal minimum
16 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil
17 action the unpaid balance of the full amount of the minimum wage or overtime compensation,
18 including interest thereon, reasonable attorney's fees, and costs of suit.

19 50. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal
20 to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

21 51. Labor Code § 1197 provides that the minimum wage for employees fixed by the
22 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
23 minimum so fixed is unlawful.

24 52. Labor Code § 1198 prohibits employers from employing for longer hours or less
25 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
26 the Labor Commissioner.

27 53. The failure to pay at least minimum wages to Plaintiff and Class Members for each and
28 every hour worked violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the § 4 of the

1 applicable IWC Wage Order; and the Business & Professions Code.

2 54. The failure to pay designated wages to Plaintiff and Class Members for each and every
3 hour worked violates Labor Code §§ 221 and 223; § 3 of the applicable IWC Wage Order; and the
4 Business & Professions Code.

5 55. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
6 and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per workday and over
7 40 hours per workweek and were not paid all wages at their proper rate of pay for overtime, double
8 time, sick pay, vacation pay, and meal and rest period premiums, and off-the-clock work including
9 due to rounding, among other things.

10 56. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
11 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including sick pay,
12 vacation pay, and minimum, regular, overtime, and double time wages) by failing to accurately record
13 all time worked, time shaving, auto-deducting missed or short meal periods, rounding time and meal
14 period punches, and requiring off-the-clock work without compensation, among other things.

15 57. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
16 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
17 earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
18 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

19 58. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
20 conduct described herein, have committed an "intentional theft of wages in an amount greater than
21 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
22 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
23 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
24 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
25 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
26 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law.
27 Plaintiff and the Class Members Plaintiff seeks to represent are thus entitled to recover from
28 Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California

1 Penal Code § 496(c).

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

4 **(Against All Defendants)**

5 59. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
6 fully set forth herein.

7 60. At all relevant times, Defendants had a duty to comply with Labor Code §§ 226.7 and
8 512, and the applicable IWC Wage Orders and California Code of Regulations.

9 61. Labor Code § 512 and § 11 of the IWC Wage Orders prohibit an employer from
10 employing any person for a work period of more than 5 hours per day without providing the employee
11 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
12 except that if the total work period per day is no more than 6 hours, the meal period may be waived
13 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
14 is required if an employee works more than 10 hours per day and must begin before the employee's
15 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
16 may be waived by mutual consent of the employer and employee, but only if the first meal period was
17 not waived.

18 62. § 11 of the applicable IWC Wage Orders state that "[u]nless the employee is relieved
19 of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal
20 period and counted as time worked."

21 63. Labor Code § 226.7(b) and the IWC Wage Orders prohibit an employer from requiring
22 any employee to work during a meal period mandated by any California statute, regulation, standard
23 or order. If an employer fails to provide an employee with a meal period in accordance with state law,
24 Labor Code § 226.7(c) and the IWC Wage Orders require that the employer pay the employee one
25 additional hour of pay at the employee's regular rate of compensation for each workday that the meal
26 period is noncompliant.

27 64. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
28 meal periods when working more than five (5) hours and/or 10 hours per workday because their first

1 and second meal periods were missed, late, interrupted, short, and/or not free of all duties.

2 65. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
3 period premiums for noncompliant meal periods pursuant to Labor Code § 226.7(b) and the applicable
4 IWC Wage Order and California Code of Regulations.

5 66. Plaintiff is informed, believes, and thereon alleges that Class Members did not
6 voluntarily waive their meal periods.

7 67. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
9 premium pay for meal period violations and earnings, in an amount to be established at trial, plus
10 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations
11 are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to statute.

12 68. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
13 conduct described herein, have committed an "intentional theft of wages in an amount greater than
14 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
15 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
16 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
17 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
18 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
19 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff
20 is informed, believes, and thereon alleges that meal period premiums are wages, gratuities, benefits,
21 or other compensation within the meaning of California Penal Code § 487m. Plaintiff and the Class
22 Members Plaintiff seeks to represent are thus entitled to recover from Defendants treble damages and
23 costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**

26 **THEREOF**

27 **(Against All Defendants)**

28 69. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 70. At all relevant times, Defendants had a duty to comply with Labor Code § 226.7 and
3 the applicable IWC Wage Orders and California Code of Regulations.

4 71. Labor Code § 226.7(a) states “No employer shall require any employee to work during
5 any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

6 72. § 12 of the applicable IWC Wage Order provides in relevant part that:

7 (A) Every employer shall authorize and permit all employees to take
8 rest periods, which insofar as practicable shall be in the middle of each
9 work period. The authorized rest period time shall be based on the total
10 hours worked daily at the rate of ten (10) minutes net rest time per four
11 (4) hours or major fraction thereof. However, a rest period need not be
12 authorized for employees whose total daily work time is less than three
13 and one-half (3 1/2) hours. Authorized rest period time shall be counted
14 as hours worked for which there shall be no deduction from wages.

12 (B) If an employer fails to provide an employee a rest period in
13 accordance with the applicable provisions of this order, the employer
14 shall pay the employee one (1) hour of pay at the employee’s regular rate
of compensation for each work day that the rest period is not provided.

15 73. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
16 and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or 10 hours
17 per workday.

18 74. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
19 minute rest periods for every four hours worked or major fraction thereof because rest breaks were
20 missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

21 75. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
22 period premiums for noncompliant rest periods pursuant to Labor Code § 226.7(b) and the applicable
23 IWC Wage Order.

24 76. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,
25 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
26 earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the
27 extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will also
28 seek attorneys’ fees and costs pursuant to statute.

77. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an “intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of California Penal Code § 487m. Plaintiff and the Class Members Plaintiff seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code § 496(c).

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

78. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

79. At all relevant times, Defendants had a duty to comply with Labor Code § 226 and the applicable IWC Wage Orders and California Code of Regulations.

80. Labor Code § 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate.

81. Labor Code § 226(e)(1) authorizes an employee suffering injury as a result of a

1 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
2 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
3 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
4 an award of costs and attorneys' fees.

5 82. § 7 of the IWC Wage Orders requires Defendants to maintain time records showing,
6 among other things, when the employee begins and ends each work period, meal periods taken, and
7 total daily hours worked in an itemized wage statement, and must show all deductions and
8 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
9 Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly
10 and intentionally failed to comply with the IWC Wage Orders.

11 83. Throughout the Class Period, Defendants provided wage statements that did not
12 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
13 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
14 wage statements, among other things, making it difficult for Plaintiff and Class Members to determine
15 whether they were paid correctly for all hours worked, which deductions were made, and the extent of
16 any underpayment. Plaintiff has had to file this lawsuit in order to determine the extent of the
17 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
18 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
19 earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages
20 from Defendants. Defendants' violations of Labor Code § 226(a) prevented Plaintiff and Class
21 Members from knowing, understanding and disputing the wages paid to them, and resulted in an
22 unjustified economic enrichment to Defendants.

23 84. Defendants knowingly and intentionally failed to provide accurate, itemized wage
24 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
25 have suffered injury in accordance with Labor Code § 226. Plaintiff and the Class are therefore entitled
26 to the damages and penalties provided for under Labor Code § 226(e).

27 85. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code §
28 226(h), compelling Defendants to comply with Labor Code § 226, and seek the recovery of attorneys'

1 fees and costs incurred in obtaining this injunctive relief.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO MAINTAIN ACCURATE RECORDS**

4 **(Against All Defendants)**

5 86. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
6 fully set forth herein.

7 87. At all relevant times, Defendants had a duty to comply with Labor Code §§ 1174 and
8 1198 and maintain accurate records on behalf of Plaintiff and Class Members.

9 88. Labor Code § 1174 requires employers to maintain accurate and complete payroll
10 records, including employee hours worked and wages paid.

11 89. Labor Code § 1174.5 provides: “Any person employing labor who willfully fails to
12 maintain the records required by subdivision (c) of Section 1174 or accurate and complete records
13 required by subdivision (d) of Section 1174, or to allow any member of the commission or employees
14 of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil
15 penalty of five hundred dollars (\$500).”

16 90. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
17 Defendants willfully failed to maintain accurate and complete payroll records, including employee
18 hours worked and wages paid. Specifically, Defendants implemented a common policy and practice
19 of time-shaving by auto-deducting meal periods even though Plaintiff and Class Members were not
20 provided with off-duty meal periods.

21 91. Thus, Plaintiff and Class Members are entitled to the penalties set forth in Labor Code
22 § 1174.5.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

25 **(Against All Defendants)**

26 92. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
27 fully set forth herein.

28 93. At all relevant times, Defendants had a duty to comply with Labor Code §§ 2800 and

1 2802 and the applicable IWC Wage Orders and California Code of Regulations.

2 94. Labor Code § 2800 requires employers to indemnify employees for losses caused by
3 the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members
4 failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses,
5 Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own
6 negligence.

7 95. Labor Code § 2802(a) requires that employers indemnify and reimburse employees for
8 all business expenses, which are defined as all necessary expenditures or losses incurred by the
9 employee in direct consequence of the discharge of the employee's duties or otherwise incurred based
10 on the employee's obedience to the employer's directions. Labor Code § 2802(b) authorizes
11 employees to recover in a court action interest which shall accrue from the date on which the employee
12 incurred the necessary expenditure or loss. Labor Code § 2802(c) authorizes employees, who to
13 enforce their right to reimbursements under Labor Code § 2802, to also recover attorneys' fees and
14 costs.

15 96. During the Class Period, Defendants failed to reimburse Plaintiff and Class Members
16 for all business expenses incurred for Defendants' benefit. For example, Plaintiff and Class Members
17 were required to use their personal cell phones to discuss work-related matters with Defendants'
18 representatives and for other work purposes without any reimbursement.

19 97. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
20 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
21 established at trial, plus prejudgment interest, attorney's fees, and costs.

22 **SEVENTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(Against All Defendants)**

25 98. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
26 fully set forth herein.

27 99. Defendants have engaged and continue to engage in unfair and/or unlawful business
28 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by

1 failing to pay Plaintiff and Class Members all minimum wages owed.

2 100. Defendants' utilization of these unfair and/or unlawful business practices deprived
3 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
4 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
5 Defendants' competitors who have been and/or are currently employing workers and attempting to do
6 so in honest compliance with applicable wage and hour laws.

7 101. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
8 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
9 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
10 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

11 102. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the Complaint in this action.

13 103. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
15 Defendants' current non-exempt employees, and to enforce important rights affecting the public
16 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
17 entitled to recover under Code of Civil Procedure § 1021.5.

18 **EIGHTH CAUSE OF ACTION**

19 **CIVIL PENALTIES AND INJUNCTIVE RELIEF UNDER PAGA**

20 **(Against All Defendants)**

21 104. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
22 fully set forth herein.

23 105. On May 16, 2025, Plaintiff notified Defendants, via certified mail, and the California
24 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
25 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
26 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
27 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
28 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under

1 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

2 106. Defendants have committed several Labor Code violations against Plaintiff and other
3 Aggrieved Employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
4 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action
5 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
6 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
7 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
8 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
9 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
10 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
11 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
12 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
13 per employee per pay period for those violations of the Labor Code for which no civil penalty is
14 specifically provided, based on the following Labor Code violations:

15 (a) Violation of Labor Code § 204, 210, 221, 223, 224, 510, 558, 1194, 1197,
16 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other Aggrieved
17 Employees during employment and upon separation of employment;

18 (b) Violation of Labor Code §§ 226.7 and 558 for failing to authorize and
19 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
20 Employees at these employees’ respective regular rates of compensation for rest period violations;

21 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
22 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
23 Employees at these employees’ respective regular rates of compensation for meal period violations;

24 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
25 Aggrieved Employees with accurate and compliant itemized wage statements;

26 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
27 other Aggrieved Employees less than the statutory or contractual rate;

28 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain

1 accurate records on behalf of Plaintiff and other Aggrieved Employees;

2 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
3 Plaintiff and other Aggrieved Employees for all reasonable and necessary work expenditures incurred
4 for Defendants' benefit; and

5 (h) Derivative violations of Labor Code § 1199.

6 107. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
7 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

8 108. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
9 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff, on behalf of himself and the proposed Class and Aggrieved
12 Employees, prays for judgment and the following specific relief against Defendants, jointly and
13 severally, as follows:

14 1. That the Court certify the proposed Class and Subclasses, and any other class or
15 subclasses as appropriate under California Code of Civil Procedure § 382;

16 2. That Plaintiff be appointed as the Class Representative;

17 3. That Amanda E. Manahan and Shaheen Anthony Etemadi of Manahan O'Dell LLP and
18 Paul Haines of Haines Law Group be appointed as Class Counsel for all purposes;

19 4. For compensatory damages in an amount according to proof with interest thereon;

20 5. For such general, economic, and/or special damages in an amount according to proof
21 with interest thereon;

22 6. For treble damages pursuant to Penal Code § 496(c) for violation of Penal Code §
23 487m;

24 7. For statutory penalties to the extent permitted by law, including those pursuant to the
25 Labor Code and IWC Wage Orders;

26 8. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
27 Code § 1194 and Code of Civil Procedure § 1021.5;

28 9. For restitution to Plaintiff and Class Members of all money and property unlawfully

1 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
2 Professions Code §§ 17200 *et seq.*;

3 10. For an order requiring Defendants to restore and disgorge all funds to each employee
4 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
5 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

6 11. For liquidated damages pursuant to Labor Code § 1194.2;

7 12. For civil penalties under PAGA;

8 13. For injunctive relief under PAGA;

9 14. For prejudgment interest on all sums recovered pursuant to Labor Code § 218.6, Civil
10 Code §§ 3287 and 3289, and applicable law;

11 15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
12 provided by law;

13 16. A declaratory judgment that the practices complained of herein are unlawful under
14 California law; and

15 17. An award of such other and further relief as this Court may deem appropriate.

16
17 Dated: July 22, 2025

MANAHAN O'DELL LLP

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19 By: Shaheen Anthony Etemadi

20 Shaheen Anthony Etemadi
21 Attorneys for Plaintiff
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Dated: July 22, 2025

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff