

1 **THE KICK LAW FIRM, APC**
2 Taras Kick (State Bar No. 143379)
3 (Taras@kicklawfirm.com)
4 Tyler J. Dosaj (State Bar No. 306938)
5 (Tyler@kicklawfirm.com)
6 815 Moraga Drive
7 Los Angeles, California 90049
8 Telephone: (310) 395-2988
9 Facsimile: (310) 395-2088

10 Attorneys for Plaintiff JESSICA
11 MCCRICKARD, individually, and on behalf
12 of all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 JESSICA MCCRICKARD, individually, and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 XANITOS, INC.; and DOES 1 through 100,
20 inclusive,

21 Defendants.

CASE NO.: 25STCV17127

*(Assigned for all purposes to Hon.
Judge William F. Highberger, Dep 10)*

CLASS ACTION

FIRST AMENDED COMPLAINT:

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

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF JESSICA MCCRICKARD (“PLAINTIFF”) an individual, demanding a jury
3 trial, on behalf of herself and all other aggrieved employees, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of herself and all other “aggrieved
6 employees” who worked for Defendants XANITOS, INC. and DOES 1 through 100 inclusive
7 (collectively “DEFENDANTS”) to recover, among other things, wages and penalties from unpaid
8 wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
9 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
10 due to discharged and quitting employees, failure to indemnify employees for necessary
11 expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized
12 wage statements, failure to maintain required records, and interest, attorneys’ fees, costs, and
13 expenses.

14 2. PLAINTIFF is a citizen and resident of the State of California who resides in
15 Tehama County, California. At all times material to this complaint, PLAINTIFF was employed by
16 DEFENDANTS in the State of California as a non-exempt employee.

17 3. PLAINTIFF worked for DEFENDANTS as an EVS Lead from on or about May
18 2024 to August 2024.

19 4. PLAINTIFF worked shifts over five (5) hours and eight (8) hours a day performing
20 housekeeping, cleaning, maintenance, customer service, and other duties alongside Class Members,
21 who performed similar duties. Despite PLAINTIFF’S complaints to DEFENDANTS about
22 DEFENDANTS subjecting PLAINTIFF to wages, hours and working conditions that failed to
23 comply with California law including by failing to provide all wages due for all hours worked
24 during employment, DEFENDANTS failed to take corrective, remedial action to perform their
25 employer obligations to keep accurate records of PLAINTIFF’S work and to pay PLAINTIFF all
26 wages due during employment.

27 5. DEFENDANTS terminated the employment relationship with PLAINTIFF and
28 knowingly failed to immediately pay PLAINTIFF’S final wages due in full at the time of

1 termination.

2 6. DEFENDANTS failed to provide PLAINTIFF all accurate copies of PLAINTIFF'S
3 employment and personnel records in response to PLAINTIFF'S written request within the time
4 due.

5 **DEFENDANTS**

6 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
7 XANITOS, INC. is and was at all times relevant hereto a corporation organized and existing under
8 the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon
9 alleges, that DEFENDANT XANITOS, INC. is authorized to conduct business in the State of
10 California, and does conduct business in the State of California. Specifically, DEFENDANT
11 XANITOS, INC. conducts business in, and engages in illegal payroll practices or policies in, the
12 County of Los Angeles, State of California.

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

22 9. There exists, and at all times herein mentioned existed, a unity of interest and
23 ownership between the named DEFENDANTS, including DOES, such that any corporate
24 individuality and separateness between the named defendants has ceased, and that the named
25 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
26 enterprise, or are mere instrumentalities of one another.

27 10. At all material times herein, each DEFENDANT was the agent, servant, co-
28 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,

1 and course of said agency, service, conspiracy and/or employment and with the express and/or
2 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
3 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
4 alternative theories whenever not doing so would result in a contradiction with the other allegations.

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

10 12. As to the conduct alleged herein, each act was authorized, ratified or directed by
11 DEFENDANTS' officers, directors, or managing agents.

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

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

28 15. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting

1 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
2 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
3 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

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

7 **JURISDICTION AND VENUE**

8 17. The Superior Court of the State of California has jurisdiction in this matter because
9 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business
10 in California and regularly conduct business in California. Further, no federal question is at issue
11 because the claims are based solely on California law.

12 18. Venue is proper in this judicial district and the County of Los Angeles, California
13 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles,
14 DEFENDANTS transact business in the County of Los Angeles, and DEFENDANTS' illegal
15 payroll policies and practices, which are the subject of this action were applied, at least in part, to
16 aggrieved employees situated in the County of Los Angeles.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 19. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
19 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former
20 non-exempt aggrieved employees of DEFENDANTS working as EVS Leaders, EVS Managers,
21 cleaners, housekeepers, or in similar non-exempt positions in the State of California at any time
22 within the period beginning one year prior to the filing of PLAINTIFF'S LWDA letter concerning
23 this action and ending at the time this action settles or proceeds to final judgment ("PENALTY
24 PERIOD").

25 20. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
26 on May 6, 2025 to the California Labor and Workforce Development Agency ("LWDA") and by
27 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
28 Orders alleged to have been violated, including the facts and theories to support the alleged

1 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more
2 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has
3 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,
4 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3
5 to commence a representative action under PAGA.

6 **CLASS ACTION ALLEGATIONS**

7 21. This action is appropriately suited for a Class Action because:

8 a. The potential class is a significant number. Joinder of all current and former
9 employees individually would be impractical.

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

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

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

21 22. PLAINTIFF brings the First through Eighth causes of action against
22 DEFENDANTS, individually, and on behalf of others similarly situated as a class action pursuant
23 to Code of Civil Procedure § 382, and seeks an order certifying this action as a class action for a
24 Class defined, or as later defined in narrowed subclasses as follows, and reserves the right to amend
25 the class definition:

26 All persons who worked for DEFENDANTS in California as non-exempt
27 employees at any time during the period beginning four (4) years prior to the filing
28 of this action and ending on the date the class is certified or on a date fixed by the
Court.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

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

4 **(Against All DEFENDANTS)**

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

7 24. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
12 § 226.7, 512 and IWC Wage Order No. 4-2001, § 11.

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

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

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

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

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

27 **(Against All DEFENDANTS)**

28 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

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

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

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

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

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

17 **(Against All DEFENDANTS)**

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

20 33. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001,
21 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
22 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
23 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
24 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
25 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
26 seventh consecutive day of work in any workweek.

27 34. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order

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

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

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

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

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

(Against All DEFENDANTS)

37. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 38. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
3 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
4 in a payroll period is unlawful.

5 39. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
6 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
7 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
8 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
9 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;
10 failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide
11 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;
12 and other methods to be discovered.

13 40. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
14 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
15 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
16 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
17 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
18 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
19 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

20 **FIFTH CAUSE OF ACTION**

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

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

23 **(Against All DEFENDANTS)**

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

26 42. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
27 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
28

Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

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

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

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

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

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

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

(Against All DEFENDANTS)

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

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

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

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

SEVENTH CAUSE OF ACTION

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

[Cal. Labor Code § 2802]

(Against All DEFENDANTS)

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

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

54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred

1 in direct consequence of the discharge of their duties while working under the direction of
2 DEFENDANTS, including but not limited to expenses for cellular phones, gas, mileage, and other
3 employment-related expenses, in violation of California Labor Code § 2802.

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

10 **EIGHTH CAUSE OF ACTION**

11 **Unfair and Unlawful Business Practices**

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

13 **(Against All DEFENDANTS)**

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

16 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
17 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
18 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
19 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
20 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
21 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
22 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
23 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
24 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties
25 constitutes unfair and unlawful business practices under California Business and Professions Code
26 § 17200 *et seq.*

27 58. DEFENDANTS' violations of California wage and hour laws constitute a business
28 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a

1 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
2 MEMBERS.

3 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
4 rest periods, and other benefits as required by the California Labor Code, the California Code of
5 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
6 report, and pay the correct sums of assessment to the state authorities under the California Labor
7 Code and other applicable regulations.

8 60. As a result of DEFENDANTS' unfair and unlawful business practices,
9 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
10 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
11 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

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

18 **NINTH CAUSE OF ACTION**

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

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

21 **(Against All DEFENDANTS)**

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

24 63. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor
25 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
26 current and former employees of DEFENDANTS pursuant to the procedures specified in California
27 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
28 DEFENDANTS and one or more of the alleged violations of the California Labor Code were

1 committed against PLAINTIFF during the PENALTY PERIOD.

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

- 7 a. Failing to properly compensate PLAINTIFF and other current and former
8 employees for missed meal periods in violation of California Labor Code §§
9 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;
- 10 b. Failing to properly compensate PLAINTIFF and other current and former
11 employees for missed rest periods in violation of California Labor Code §§
12 226.7 and 512 and IWC Wage Order No. 4;
- 13 c. Failing to properly compensate PLAINTIFF and other current and former
14 employees for all overtime hours worked in violation of California Labor Code
15 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;
- 16 d. Failing to compensate PLAINTIFF and other current and former employees at a
17 wage rate at least equal to the California minimum wage for each hour worked
18 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
19 IWC Wage Order No. 4;
- 20 e. Failing to maintain required records in violation of California Labor Code §§
21 1174-1174.5;
- 22 f. Failing to provide PLAINTIFF and other current and former employees with
23 accurate itemized wage statements that set forth the wage rate paid for each hour
24 worked, in violation of California Labor Code § 226;
- 25 g. Failing to properly compensate PLAINTIFF and other current and former
26 employees for all wages when due in violation of California Labor Code §§ 201,
27 202, and 204;
- 28 h. Failing to indemnify PLAINTIFF and other current and former employees for

necessary expenditures incurred in discharge of duties in violation of California Labor Code § 2802; and

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

PRAYER FOR RELIEF

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

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including the value of the unlawfully converted tips, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;

- 1 8. For statutory and civil penalties according to proof, including but not limited to all
2 penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
3 9. For interest on the unpaid wages at 10% per annum pursuant to California Labor
4 Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336,
5 and/or any other applicable provision providing for pre-judgment interest;
6 10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
7 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable
8 provisions providing for attorneys' fees and costs;
9 11. For declaratory relief;
10 12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
11 Seventh, and Eighth Causes of Action as a class action;
12 13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
13 counsel as class counsel; and
14 14. For such other and further relief that the Court may deem just and proper.

15 **DEMAND FOR JURY TRIAL**

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

17 DATED: August 4, 2025

18 Respectfully submitted,

19 **THE KICK LAW FIRM, APC**

20 By: *Tyler Dosaj*

21 _____
22 TARAS KICK
23 TYLER J. DOSAJ

24 Attorneys for Plaintiff JESSICA
25 MCCRICKARD, individually, and on behalf
26 of all others similarly situated
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 815 Moraga Drive, Los Angeles, California 90049. On the date of execution below, I served the following document or documents:

FIRST AMENDED COMPLAINT,

☒ **by electronic service:** I caused such document(s) to be electronically served from my email address alina@kicklawfirm.com, to the interested parties listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmissions were unsuccessful.

Edward Crothall, General Counsel
Xanitos, Inc.
17 Campus Boulevard, Suite 150
Newtown Square PA 19073
T: 484.654.2339
ecrothall@Xanitos.com|

Attorneys for Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **August 4, 2025**.

/s/ Alina Muresan
Alina Muresan