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2 **COMES NOW** Plaintiff, EXCELLENT MCAFEE (hereinafter "Plaintiff"), and alleges
3 as follows:

4 **PARTIES, JURISDICTION, VENUE**

5 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
6 County of Los Angeles in this judicial district because Defendants FOXBLOOD INC. dba MY
7 VIOLET and DOES 1 to 25, inclusive do business in the County of Los Angeles and because
8 Defendants' obligations and liabilities arise therein, and because the work that was performed
9 by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's
10 damages sought herein exceed \$35,000.

11 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

12 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
13 FOXBLOOD INC., doing business as MY VIOLET (hereinafter "FOXBLOOD") is and was a
14 California corporation, doing business in Los Angeles County, and which employed Plaintiff.
15 Defendants FOXBLOOD INC. and DOES 1 to 25 are collectively referred to herein as
16 "Defendant(s)" (unless otherwise noted) or "FOXBLOOD".

17 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
18 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
19 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
20 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
21 for the conduct alleged herein. Upon discovering the true names and capacities of these
22 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
23 capacities of these fictitiously named defendants.

24 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that
25 information and belief, alleges that at all times herein mentioned, each of the remaining
26 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
27 under the authority of their agency, employment, or representative capacity, with the consent of
28 his/her codefendants.

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GENERAL ALLEGATIONS

6. Plaintiff worked for FOXBLOOD as a front office associate and in social media starting in August 2024. Plaintiff was classified as an hourly, non-exempt employee. Her latest rate of pay was \$22.00 per hour. Plaintiff's employment ended on or around July 13, 2025.

7. It is Plaintiff's position that due to personally suffering the below violations, Plaintiff can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees who worked for FOXBLOOD anywhere in the state of California (at all different locations) during the relevant PAGA period.

8. It is Plaintiff's position that FOXBLOOD has violated the following Labor Code Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for FOXBLOOD at their various locations in the State of California during the relevant PAGA period.

9. FOXBLOOD violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because FOXBLOOD had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Moreover, Plaintiff herself worked "off the clock" in that she had to work through lunch in order to finish projects and tasks and would be interrupted during her meal period by management/co-workers who would ask her questions about particular products. In addition, Plaintiff was not paid for all hours worked in that the company would hold meetings AFTER Plaintiff and others clocked out wherein the company would go over the workday with Plaintiff and assign future tasks. The latter was all done "off the clock" and would constitute a minimum wage violation in that Plaintiff was not paid for all hours worked, despite being under the control of the employer. Moreover, FOXBLOOD failed to provide its employees with proper and accurate reporting time pay.

10. Due to the above "off the clock" violations, FOXBLOOD also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees the correct overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or

1 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees'
2 actual work hours entitled them to overtime compensation, however, FOXBLOOD did not
3 compensate its hourly, non-exempt employees with the correct amount of overtime due to the
4 time shaving/rounding and "off the clock" work as described above. Furthermore,
5 FOXBLOOD failed to include bonuses/incentive payments/shift differentials in calculating
6 employees' regular rate of pay for use in deciphering the correct overtime rate of pay. In fact,
7 Plaintiff did receive a \$759.00 bonus during the pay period from 7/10/25 to 7/23/25, however,
8 that bonus was not factored into the regular rate of pay. Additionally, the incentive, shift
9 differential, and bonus payments were also not factored into employees' regular rate for
10 purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

11 11. FOXBLOOD also violated Labor Code § 226.7 and the appropriate Industrial Welfare
12 Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly
13 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
14 majority portion thereof, throughout their employment. FOXBLOOD did not completely
15 relieve Plaintiff and others of all duty during said rest periods. FOXBLOOD did not pay to
16 Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for
17 each workday that one or more statutory rest periods was not provided. Plaintiff and others
18 simply did not get two rest breaks per shift and were lucky to even get one rest break, and even
19 then the rest break would likely be interrupted due to work obligations and management/co-
20 workers approaching Plaintiff regarding work-related issues. As such, the culture as well as the
21 policies and procedures of FOXBLOOD did not lend itself to the employees receiving
22 consistent statutory rest breaks wherein they were relieved of all work duties. The environment
23 at FOXBLOOD was not conducive to receiving statutory rest breaks under California law and
24 timely, statutory rest breaks were not authorized or enforced.

25 12. FOXBLOOD violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
26 Welfare Commission Wage Order no. 4/7 because it failed to provide hourly, non-exempt
27 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
28 for every five (5) hours of work throughout their employment. FOXBLOOD did not
completely relieve Plaintiff and other employees of all duty during said meal periods.

1 FOXBLOOD did not pay to Plaintiff and its hourly, non-exempt employees one additional
2 hour of pay at their regular rate of compensation for each workday that one or more statutory
3 meal periods was not provided. It was common for Plaintiff and others to receive meal breaks
4 after their 5th hour worked, which would be considered late. Consequently, it was the normal
5 practice and custom of FOXBLOOD not to authorize, permit, and enforce timely,
6 uninterrupted statutory meal periods in that Plaintiff would have to work through her lunch or
7 her lunch would be interrupted by management/co-workers as mentioned above. If
8 FOXBLOOD had Plaintiff sign a meal period waiver, it would not be valid and enforceable
9 since Plaintiff and others generally worked more than a 5-hour shift. Furthermore, under
10 California law, however, employees must make an affirmative decision every day regarding
11 whether to waive their meal periods. August 13, 2003 DLSE Opinion Letter ("The decision to
12 forego a meal period may not, therefore, be based on a specific requirement of the employer or
13 on a policy or practice which could reasonably be perceived to be a condition of employment.
14 Therefore, blanket "waivers" of meal periods ...whether written or oral, will not be considered
15 valid."). If FOXBLOOD had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
16 agreed to work through the meal periods, it would be invalid and unenforceable because the
17 nature of Plaintiff's job does not and did not prevent her from taking a meal period and the
18 company could have hired "breakers" to relieve Plaintiff of her job duties so that she can
19 actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period
20 agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As
21 such, Plaintiff and others did not always receive statutory, timely meal periods during their
22 employment. To the extent that FOXBLOOD argues that employees receive meal break
23 premium pay for missed meal periods, that argument is inconsequential for PAGA penalty
24 purposes since the PAGA penalties are for the violations themselves, irrespective of whether
25 an employee received the premium payment for a missed, short, or interrupted meal period. In
26 Kirby v. Immoos Fire Protection, Inc., the Court stated, "section 226.7 does not give employers
27 a lawful choice between providing either meal and rest breaks or an additional hour of pay."
28 See Kirby v. Immoos Fire Protection, Inc., (2012) 53 Cal.4th 1244, 1256 (emphasis in
original). Thus, the extra hour of pay does not excuse the violation; the employer has still

1 committed a violation even if the remedy for the violation has been paid. See Wert v. U.S.
2 Bancorp, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
3 and culture at FOXBLOOD was not conducive to receiving consistent, timely, statutory meal
4 breaks under California law. Moreover, any meal or rest break premiums paid were not
5 compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
6 payments as well as overtime compensation.

7 13. Furthermore, during the relevant time period, and due to the above labor code
8 violations, FOXBLOOD failed to pay Plaintiff and other similarly situated aggrieved
9 employees all wages due to them within any time period specified by California Labor Code
10 section 204. Since Plaintiff was not compensated for her "off the clock" work and since
11 Plaintiff did not receive proper and complete meal and rest break premiums, Plaintiff would
12 still be owed wages pursuant to Labor Code Section 204. FOXBLOOD was also in violation of
13 California Labor Code section 226(a) by failing to include pertinent information on the wage
14 statements, including but not limited to, the correct hourly rate, all hours worked, overtime
15 hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for
16 missed meal and rest breaks, all deductions, the correct start and end of the pay period, all
17 employee identifying information, the correct and complete name and address of the legal
18 employer, and reimbursement for business expenses, among others. As such, FOXBLOOD did
19 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
20 itemized wage statements.

21 14. During the relevant time period, FOXBLOOD also failed to keep accurate and
22 complete payroll records showing the actual hours worked per day and the wages paid to
23 Plaintiff and others pursuant to California Labor Code sections 1174(d).

24 15. FOXBLOOD also violated Labor Code § 203 because it willfully failed to pay Plaintiff
25 and other similarly situated aggrieved employees earned and due wages upon separation of
26 employment, either immediately upon involuntary termination, or within 72 hours of
27 resignation. These earned but unpaid wages include compensation for all hours worked,
28 including minimum wages, overtime compensation, and premium pay for missed meal and rest
breaks.

1 16. During the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by FOXBLOOD.
3 These costs include, but are not limited to, use of personal cell phones for work purposes. In
4 fact, Plaintiff and others had to use their personal cell phones to clock in and out for work.
5 Moreover, Plaintiff was asked to purchase and download the "CapCut" application for video
6 editing and also used her own spinning platform. Plaintiff was not reimbursed for these
7 expenses, which were incurred for the benefit of the employer and so that Plaintiff could
8 conduct her tasks in the social media department. Accordingly, FOXBLOOD was in violation
9 of California Labor Code sections 2800 and 2802.

10 17. Furthermore, FOXBLOOD did not provide proper and correct/accurate sick pay
11 (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on
12 employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
13 sections 233 and 246. In addition, there was no suitable seating and proper rest facilities under
14 Wage Orders 4-2001/7-2001/7-2001.

15 **FIRST CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
18 **202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194,**
19 **1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and IWC Wage Orders 4-2001/7-2001)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 18. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

23 19. Plaintiff has complied with the procedures for bringing suit specified in California
24 Labor Code § 2699.3. By letters dated July 22, 2025, and August 27, 2025, Plaintiff gave written
25 notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and
26 Defendant of the specific provisions of the California Labor Code alleged to have been violated,
27 including the facts and theories to support the alleged violations.

28 20. Pursuant to California Labor code section 2699.3, no response was received from
the LWDA within 65 days of the postmark date of the above-alleged letter.

21. Plaintiff therefore has exhausted all administrative remedies required of her under

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendant's violations of the
3 Labor Code.

4 22. Pursuant to California Labor Code section 2699, any provisions of the Labor
5 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies, or employees for violation of the code
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
8 on behalf of himself or herself and other current or former employees pursuant to the procedures
9 specified in California Labor Code section 2699.3.

10 23. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against her, and therefore is
12 properly suited to represent the interests of herself and other current and former employees,
13 including all current and former hourly, non-exempt employees who worked for FOXBLOOD
14 in the State of California during the applicable PAGA Period.

15 24. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks penalties
16 under California Labor Code sections 2698 and 2699 because of Defendant's violations of
17 numerous provisions of the California Labor Code as alleged in this Complaint.

18 25. Plaintiff therefore has exhausted all administrative remedies required of her under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
20 this cause of action and pursue penalties in a representative action for Defendant's violations of
21 the Labor Code.

22 26. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 27. Plaintiff seeks penalties for Defendant's misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking underpaid wages for herself or other employees under this specific PAGA cause of
27 action.

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28 28. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the

1 following:

2 Violations of California Labor Code sections 201, 202, 203, 204, 204b, 210, 226, 226.3,
3 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800,
4 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001 & 7-2001
5 violated based on the facts alleged in this Complaint.

6 29. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
7 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
8 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
9 limits of this Court.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
12 follows:

- 13 1. For the imposition of civil penalties;
- 14 2. For maximum civil penalties available under Labor Code Section 2699 against Defendant
- 15 in a manner and amount authorized by that statute, as described more particularly in the
- 16 Complaint and representative PAGA claims and notice to the LWDA;
- 17 3. For all costs and disbursements incurred in this suit;
- 18 4. Reasonable attorney's fees where available by law, including but not limited to, pursuant
- 19 to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other
- 20 applicable laws; and
- 21 5. For such other and further relief as this Court may deem proper.
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- 23

24 DATED: April 15, 2026

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff Excellent McAfee
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