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VANESSA DE LA ROSA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

VANESSA DE LA ROSA, individually and
on behalf of others similarly situated, and as
an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PLAN888 INC. DBA PLAN B a California
corporation and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2025-01495101-CU-OE-CXC

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

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (2) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (3) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (4) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (5) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (6) Violation of Cal. Business & Professions Code § 17200, et seq.
- (7) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff VANESSA DE LA ROSA (“Plaintiff”), individually and on behalf of other
2 members of the general public similarly situated, and as Private Attorney General, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants PLAN888 INC. DBA PLAN B
7 and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for
8 California Labor Code violations, unfair business practices, and civil penalties stemming from
9 Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to
10 authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages,
11 failure to provide accurate wage statements, failure to maintain accurate time and payroll
12 records and failure to reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Sixth Causes of Action are brought as a class action on
14 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
16 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
17 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
18 and will be established according to proof at trial.

19 3. Plaintiff’s Seventh Cause of Action is brought solely as a representative action,
20 and solely as a Private Attorney General, on behalf of the State of California for all aggrieved
21 employees, including herself and other aggrieved employees of Defendants against whom a
22 violation of the same provision was committed (hereinafter collectively referred to as the
23 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*
24 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and
25 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an
26 aggrieved employee against whom the alleged violations occurred. The civil penalties sought by
27 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
28 according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Orange.

PARTIES

7. Plaintiff VANESSA DE LA ROSA is an individual residing in the County of Orange, State of California. Plaintiff is not suing in her individual capacity with respect to her Seventh Cause of Action. Instead, she is proceeding therein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Plaintiff is an Aggrieved Employee as defined under PAGA because she was employed by Defendant and suffered the labor code violations alleged herein.

8. Defendant PLAN888 INC. DBA PLAN B is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned acting within the scope, purpose, consent,

1 knowledge, ratification and authorization of such agency, employment, joint venture and
2 conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when
3 ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously
4 named Doe defendants is responsible in some manner for the occurrences herein alleged, and
5 that Plaintiff's damages as herein alleged were proximately caused by its conduct. PLAN888
6 INC. DBA PLAN B and Doe Defendants 1 through 50 are collectively referred to herein as
7 "Defendants."

8 10. Defendants are and at all times herein mentioned were, (a) conducting business
9 in the County of Orange, State of California, and (b) the employer of Plaintiff consistent with
10 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

11 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Plaintiff, the Class, so as to make each of said Defendants employers and employers jointly
14 liable under the statutory provisions set forth herein.

15 **CLASS ACTION ALLEGATIONS**

16 12. Plaintiff brings the First through Sixth Causes of Action as a class action on her
17 own behalf and on behalf of all other members of the general public similarly situated, and,
18 thus, seeks class certification under Code of Civil Procedure section 382.

19 13. The proposed class is defined as follows: All current and former non-exempt
20 employees of any of the Defendants within the State of California at any time commencing four
21 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified
22 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

23 14. Plaintiff reserves the right to establish other subclasses as appropriate.

24 15. The Class is ascertainable and there is a well-defined community of interest in
25 the litigation:

- 26 a. Numerosity: The Class Members are so numerous that joinder of all Class
27 Members is impracticable. The membership of the entire Class is unknown to
28 Plaintiff at this time; however, the Class is estimated to be over fifty (50)

1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendants' employment records.

3 b. Typicality: Plaintiff's claims are typical of all other Class Members
4 demonstrated herein. Plaintiff will fairly and adequately protect the interests of
5 the other Class Members with whom she has a well-defined community of
6 interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
8 Member, with whom she has a well-defined community of interest and typicality
9 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
10 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
11 versed in the rules governing class action discovery, certification, and
12 settlement. Plaintiff has incurred, and during the pendency of this action will
13 continue to incur, costs and attorneys' fees, that have been, are, and will be
14 necessarily expended for the prosecution of this action for the substantial benefit
15 of each Class Member.

16 d. Superiority: A class action is superior to other available methods for the fair and
17 efficient adjudication of this litigation because individual joinder of all Class
18 Members is impractical.

19 e. Public Policy Considerations: Certification of this lawsuit as a class action will
20 advance public policy objectives. Employers of this great state violate
21 employment and labor laws every day. Current employees are often afraid to
22 assert their rights out of fear of direct or indirect retaliation. However, class
23 actions provide the Class Members who are not named in the complaint
24 anonymity that allows for the vindication of their rights.

25 16. There are common questions of law and fact as to the Class that predominate
26 over questions affecting only individual members. The following common questions of law or
27 fact, among others, exist as to the members of the Class:

28 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in

1 accordance with the California Labor Code was willful;

2 b. Whether Defendants had a corporate policy and practice of failing to pay
3 Plaintiff and the other Class Members for all hours worked, and missed, short,
4 late or interrupted meal periods and rest breaks in violation of California law;

5 c. Whether Defendants deprived Plaintiff and the other Class Members of meal
6 and/or rest periods or required Plaintiff and the other Class Members to work
7 during meal and/or rest periods without compensation;

8 d. Whether Defendants failed to pay meal period premium wages to Class
9 Members when they were not provided with a legally compliant meal period;

10 e. Whether Defendants failed to pay minimum wages to Plaintiff and the other
11 Class Members for all hours worked;

12 f. Whether Defendants failed to pay Plaintiff and the other Class Members the
13 required minimum wage pursuant to California law;

14 g. Whether Defendants failed to reimburse Plaintiff and the other Class Members
15 for all necessary business-related expenses and costs in violation of California
16 Labor Code section 2802;

17 h. Whether Defendants unlawfully withheld or deducted wages in violation of
18 Labor Code section 221;

19 i. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
20 Class Members during their employment;

21 j. Whether Defendants complied with wage reporting as required by the California
22 Labor Code, including section 226;

23 k. Whether Defendants' conduct was with malice, fraud or oppression;

24 l. Whether Defendants' conduct was willful or reckless;

25 m. Whether Defendants engaged in unfair business practices in violation of
26 California Business & Professions Code section 17200, *et seq.* based on their
27 improper withholding of compensation and deduction of wages;

28 n. The appropriate amount of damages, restitution, and/or monetary penalties

1 resulting from Defendants' violation of California law; and

- 2 o. Whether Plaintiff and the other Class Members are entitled to compensatory
3 damages pursuant to the California Labor Code.

4 **GENERAL ALLEGATIONS**

5 17. Defendants are a bar and grill.

6 18. Defendants employs Plaintiff to work as a Bartender since approximately
7 February 2024.

8 19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,
9 and the Aggrieved Employees as hourly-paid or non-exempt employees.

10 20. Throughout the time period involved in this case, Defendants had the authority to
11 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly
12 control work rules, working conditions, wages, working hours, and conditions of employment
13 of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment
14 of Plaintiff, the Class, and the Aggrieved Employees.

15 21. At all times herein mentioned, Defendants were subject to the Labor Code of the
16 State of California and the applicable Industrial Welfare Commission Orders.

17 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged
18 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
19 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly
20 requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without
21 compensation, thereby failing to pay them for all hours worked, including minimum and
22 overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and
23 the Aggrieved Employees from accurately recording the actual time worked, resulting in a
24 failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition,
25 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take
26 timely and duty-free meal periods and rest periods in violation of California law. Defendants
27 also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary
28 business-related expenses, and unlawfully withheld or deducted collected of wages.

1 23. Throughout the time period involved in this case, Defendants have implemented
2 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
3 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the
4 Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to
5 relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their meal
6 periods, regularly failed to permit Plaintiff and the Class a reasonable opportunity to take their
7 meal periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved
8 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of
9 their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break
10 no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
11 failed to maintain accurate records of meal periods taken by Plaintiff, the Class, and the
12 Aggrieved Employees.

13 24. Throughout the time period involved in this case, Defendants did not adequately
14 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods
15 under California law. Moreover, Defendants systematically disregarded their own written
16 policies regarding the provision and timing of meal periods for Plaintiff, the Class, and the
17 Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff,
18 the Class, and the Aggrieved Employees in a way that prohibited them from taking timely and
19 duty-free meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to
20 work through their meal periods, for which they were not compensated.

21 25. Throughout the time period involved in this case, Defendants failed to pay
22 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
23 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
24 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
25 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
26 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
27 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
28 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the

1 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
2 short, late, and/or interrupted.

3 26. Throughout the time period involved in this case, Defendants have implemented
4 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
5 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
6 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty
7 rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
8 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
9 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
10 work period.

11 27. Throughout the time period involved in this case, Defendants did not adequately
12 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods
13 under California law. Moreover, Defendants systematically disregarded their own written
14 policies regarding the provision and timing of rest periods for Plaintiff, the Class, and the
15 Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff,
16 the Class, and the Aggrieved Employees in a way that regularly prohibited them from taking
17 timely and duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved
18 Employees to work through their rest periods.

19 28. Throughout the time period involved in this case, Defendants failed to pay
20 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
21 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
22 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
23 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest
24 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
25 routinely failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to
26 take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class,
27 and the Aggrieved Employees at their regular rate of pay when a rest period was missed, short,
28 late and/or interrupted.

1 29. Throughout the time period involved in this case, Defendants regularly required
2 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
3 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and
4 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and
5 the Aggrieved Employees were regularly required to perform work off the clock for which they
6 were not compensated.

7 30. Throughout the time period involved in this case, Defendants implemented
8 policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately
9 recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the
10 Aggrieved Employees all wages owed.

11 31. Throughout the time period involved in this case, Plaintiff, the Class, and the
12 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
13 week.

14 32. Throughout the time period involved in this case, Defendants regularly failed to
15 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
16 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
17 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
18 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
19 Aggrieved Employees were entitled to receive certain wages for overtime compensation and
20 that they were not receiving wages for overtime compensation.

21 33. Throughout the time period involved in this case, Defendants failed to pay
22 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
23 based on regular rates of pay correctly calculated to include all applicable remuneration.

24 34. Throughout the time period involved in this case, Defendants regularly failed to
25 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
26 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
27 Employees were entitled to receive at least minimum wages for all hours worked and that they
28 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay

1 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
2 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
3 Class, and the Aggrieved Employees to perform work off the clock.

4 35. Throughout the time period involved in this case, Defendants regularly failed to
5 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge
6 or resignation. Defendants knew or should have known that Plaintiff, the Class, and the
7 Aggrieved Employees were entitled to receive all wages owed to them upon termination within
8 the time permissible under California Labor Code section 202. Plaintiff, the Class, and the
9 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge
10 or resignation, including overtime compensation and minimum wages within any time
11 permissible under California Labor Code section 202.

12 36. Throughout the time period involved in this case, Defendants regularly failed to
13 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
14 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
15 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
16 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
17 Employees did not receive payment of all wages, minimum wages, meal period premiums.

18 37. Throughout the time period involved in this case, Defendants regularly failed to
19 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
20 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
21 Employees were entitled to receive complete and accurate wage statements in accordance with
22 California law, but, in fact, they did not receive complete and accurate wage statements from
23 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
24 hours worked, the actual gross wages earned, the correct rates of pay.

25 38. Throughout the time period involved in this case, Defendants regularly failed to
26 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved
27 Employees. Defendants knew or should have known that Defendants were required to keep
28 complete and accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in

1 accordance with California law, but, in fact, did not keep complete and accurate payroll records.

2 39. Throughout the time period involved in this case, Defendants regularly failed to
3 maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees'
4 work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

5 40. Throughout the time period involved in this case, Defendants failed to reimburse
6 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
7 including but not limited to uniforms. Defendants knew or should have known that Defendants
8 were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary
9 business-related expenses and costs, but, in fact, failed to do so in violation of California law.

10 41. Throughout the time period involved in this case, Defendants knew or should
11 have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved
12 Employees pursuant to California law. Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
14 represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed
15 to them, all in order to increase Defendants' profits.

16 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
17 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
18 to him [or her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against All Defendants)**

22 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 44. At all relevant times, the relevant IWC Order and California Labor Code sections
25 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
26 Defendants.

27 45. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any meal or rest period mandated by an

1 applicable order of the California IWC.

2 46. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512(a) provide that an employer may not require, cause or permit an employee to work
4 for a work period of more than five (5) hours per day without providing the employee with a
5 meal period of not less than thirty (30) minutes, except that if the total work period per day of
6 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
7 of both the employer and employee.

8 47. At all relevant times, California Labor Code section 512(a) further provides that
9 an employer may not require, cause or permit an employee to work for a work period of more
10 than ten (10) hours per day without providing the employee with a second uninterrupted meal
11 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
12 twelve (12) hours, the second meal period may be waived by mutual consent of the employer
13 and the employee only if the first meal period was not waived.

14 48. During the relevant time period, Plaintiff and the other Class Members who were
15 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
16 legally-mandated meal periods by mutual consent, were required to work for periods longer
17 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

18 49. During the relevant time period, Plaintiff and the other Class Members who were
19 scheduled to work for a period of time in excess of ten (10) hours were required to work for
20 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
21 thirty (30) minutes.

22 50. During the relevant time period, Defendants intentionally and willfully required
23 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
24 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
25 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

26 51. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 Class Members the full meal period premiums due pursuant to California Labor Code section
28 226.7.

52. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

53. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

55. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

56. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

57. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

58. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

(Violation of California Labor Code §§ 204 and 210)

(Against All Defendants)

1 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
2 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
3 dates of the period for which the employee is paid, (7) the name of the employee and his or her
4 social security number, (8) the name and address of the legal entity that is the employer, and (9)
5 all applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate by the employee. The deductions made from payments of
7 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
8 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
9 employer for at least three years at the place of employment or at a central location within the
10 State of California.

11 67. Defendants have intentionally and willfully failed to provide Plaintiff and the
12 Class with complete and accurate wage statements. The deficiencies include, but are not limited
13 to the failure list the total number of hours worked, the actual gross wages earned, the correct
14 rates of pay.

15 68. Because of Defendants' violation of California Labor Code section 226(a),
16 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

17 69. More specifically, Plaintiff and the Class have been injured by Defendants'
18 intentional and willful violation of California Labor Code section 226(a) because they were
19 denied both their legal right to receive, and their protected interest in receiving, accurate and
20 itemized wage statements pursuant to California Labor Code section 226(a).

21 70. Plaintiff and the Class are entitled to recover from Defendants the greater of their
22 actual damages caused by Defendants' failure to comply with California Labor Code section
23 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

24 71. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
25 with this section, pursuant to California Labor Code section 226(g).

26 **FIFTH CAUSE OF ACTION**

27 **(Violation of California Labor Code §§ 2800 and 2802)**

28 **(Against All Defendants)**

79. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

80. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

81. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

82. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

83. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

85. Plaintiff brings her Seventh cause of action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*

1 *seq.* (“PAGA”), on behalf of the State of California for all aggrieved employees, including
2 herself and other aggrieved employees of Defendants against whom the alleged violations were
3 committed.

4 86. PAGA specifically provides for a private right of action to recover civil penalties
5 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
6 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
7 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
8 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of the employee and other current or
10 former employees against whom a violation of the same provision was committed pursuant to
11 the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

12 87. Plaintiff was employed by Defendants and the Labor Code violations alleged
13 above were committed against her during her time of employment. Plaintiff is therefore, an
14 “aggrieved employee” under PAGA.

15 88. As set forth in detail above, during all times relevant to this Action, Defendants
16 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
17 Labor Codes by:

- 18 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
19 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 20 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
21 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 22 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
23 Employees, and failing to pay Plaintiff and the Aggrieved Employees an
24 additional hour of premium pay for meal period violations in violation of Labor
25 Code §§ 226.7 and 512.
- 26 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
27 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
28 Employees an additional hour of premium pay for rest period violations in

violation of Labor Code §§ 226.7 and 512.

e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.

f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

89. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11050, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

90. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On July 1, 2025, Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint,

1 more than sixty-five (65) days have elapsed since the mailing of Plaintiff's July 1, 2025 notice,
2 and the LWDA has not indicated that it intends to investigate the violations discussed in the
3 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and
4 other Aggrieved Employees pursuant to Labor Code § 2699.3.

5 91. Plaintiff was compelled to retain the services of counsel to file this court action
6 to protect her interests and the Aggrieved Employees, and to assess and collect the civil
7 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees
8 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

9 92. Plaintiff may amend this complaint as a matter of right pursuant to California
10 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
11 specified in Labor Code § 2699.3.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
14 public similarly situated, and as a private attorney general, prays for relief and judgment against
15 Defendants, jointly and severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiff be appointed as the representative of the Class;
19 3. That counsel for Plaintiff be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

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

24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
26 provide all meal periods (including second meal periods) to Plaintiff and the Class;

27 6. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
28 each employee's regular rate of compensation for each workday that a meal period was not

provided;

7. For all actual, consequential, and incidental losses and damages, according to proof;

8. For premium wages pursuant to California Labor Code section 226.7;

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

10. For reasonable attorneys' fees and costs of suit incurred herein; and

11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

13. For general unpaid wages and such general and special damages as may be appropriate;

14. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

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

16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

17. For liquidated damages pursuant to California Labor Code section 1194.2; and

18. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

20. For statutory penalties pursuant to California Labor Code section 210;

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

1 **As to the Fourth Cause of Action**

2 22. That the Court declare, adjudge and decree that Defendants violated the record
3 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
4 as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
5 thereto;

6 23. For actual, consequential and incidental losses and damages, according to proof;

7 24. For statutory penalties pursuant to California Labor Code section 226(e); and

8 25. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 26. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
12 all necessary business-related expenses as required by California Labor Code sections 2800 and
13 2802;

14 27. For actual, consequential and incidental losses and damages, according to proof;

15 28. For the imposition of civil penalties and/or statutory penalties;

16 29. For reasonable attorneys' fees and costs of suit incurred herein; and

17 30. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 31. That the Court declare, adjudge and decree that Defendants violated California
20 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the
21 Class all overtime compensation due to them, failing to provide all meal and rest periods to
22 Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing
23 to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code
24 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d),
25 2800, and 2802;

26 32. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
27 interest from the day such amounts were due and payable;

28 33. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violation of California Business and Professions Code sections 17200,
3 *et seq.*;

4 34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5;

6 35. For injunctive relief to ensure compliance with this section, pursuant to
7 California
8 Business and Professions Code sections 17200, *et seq.*; and

9 36. For such other and further relief as the Court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 37. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the
12 California Labor Code;

13 38. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
14 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
15 Code and/or other applicable statutes; and

16 39. For such other relief as the Court deems just and proper.

17
18 Dated: November 19, 2025

PROTECTION LAW GROUP, LLP

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20 By: 
21 Kristy Connolly
22 Christine V. Reyes
23 Attorneys for Plaintiff
24 VANESSA DE LA ROSA
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