

MIRACLE MILE LAW GROUP
Steven I. Azizi (Cal. Bar No. 322719)
steven@miraclemilelaw.com
Sevada Hakopian (Cal. Bar No. 330602)
sevada@miraclemilelaw.com
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, California 90069
Tel: (213) 433-3588; Fax: (888) 224-4132

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/03/2025 4:13 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

Attorneys for Plaintiff JONAS MCDONALD,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JONAS MCDONALD, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

LALALAND CA 763 AMERICANA WAY
LLC, a California Limited Liability Company;
LALALAND CA 1426 MONTANA LLC, a
California Limited Liability Company;
LALALAND CA 189 THE GROVE, a
California Limited Liability Company;
LALALAND CA 4799 COMMONS LLC, a
California Limited Liability Company;
LALALAND 8361 WEST THIRD ST. LLC, a
California Limited Liability Company;
LALALAND CA 180 PROMENADE WAY
LLC, a California Limited Liability Company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV35344**

**CLASS ACTION COMPLAINT &
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.* FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. FAILURE TO PAY TIMELY WAGES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO INDEMNIFY;
9. PENALTIES PURSUANT TO LABOR
CODE § 2699, *ET SEQ.*; and
10. UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

///

///

///

COMES NOW, Plaintiff JONAS MCDONALD (“Plaintiff”), on behalf of himself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure section 382, against LALALAND CA 763 AMERICANA WAY LLC (“LLAW”), LALALAND CA 1426 MONTANA LLC (“LLLM”), LALALAND CA 189 GROVE LLC (“LLLG”), LALALAND CA 4799 COMMONS LLC (“LLLC”), LALALAND 8361 WEST THIRD ST. LLC (“LLWTT”), LALALAND CA 180 PROMENADE WAY LLC, (“LLLPW”) (collectively, “LALALAND DEFENDANTS”), and any of their respective subsidiaries or affiliated companies within the State of California (the LALALAND DEFENDANTS and DOES 1 through 100, as further defined below, collectively, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members” and/or “Aggrieved Employees”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, cleaning the entire coffee shop (ledges, interior and exterior walls, etc.), wiping tables, packing Uber Eats orders, busing tables, greeting patrons and providing customer service, and operating or assisting with the point of sale(s) machine to process patron’s orders, within the state of California. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately November 2024 to June 2025.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that the LALALAND DEFENDANTS, and at all times relevant hereto, are corporations organized and existing under and by virtue of the laws of the State of California and doing business in California, including but not limited to the County of Los Angeles, California.

1 4. Plaintiff is informed and believes and based thereon alleges that LALALAND
2 DEFENDANTS and DOES 1 through 100 violated, or caused to be violated, the above-referenced
3 and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

4 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
6 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
15 include the LALALAND DEFENDANTS and any of their parent, subsidiary, or affiliated
16 companies within the State of California, as well as DOES 1 through 100 identified herein.

17 **JOINT LIABILITY ALLEGATIONS**

18 6. Plaintiff is informed and believes and based thereon alleges that all the times
19 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
20 representative, joint venture or co-conspirator of each of the other defendants, either actually or
21 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
22 employment, joint venture, and conspiracy.

23 7. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

4 8. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 9. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate existence of the LALALAND DEFENDANTS, and DOES 1
9 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same
10 with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
11 the following reasons:

12 a. The Alter Ego Defendants are completely dominated and controlled by the
13 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
14 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego
15 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
16 inequitable purpose;

17 b. The Individual Defendants derive actual and significant monetary benefits
18 by and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants
19 as the funding source for the Individual Defendants’ own personal expenditures;

20 c. Plaintiff is informed and believes and thereon alleges that the Individual
21 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
22 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or
23 accomplishing some other wrongful or inequitable purpose;

24 d. Plaintiff is informed and believes and thereon alleges that the business
25 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
26 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
27 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the

1 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
2 times mentioned herein were, the alter egos of the Individual Defendants;

3 e. The recognition of the separate existence of the Individual Defendants and
4 the Alter Ego Defendants would promote injustice insofar that it would permit defendants to
5 insulate themselves from liability to Plaintiff for violations of the California Government Code,
6 Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants
7 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
8 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

9 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
10 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
11 be disregarded;

12 g. Under California law, Defendants are jointly and severally liable as
13 employers for the violations alleged herein because they have each exercised sufficient control over
14 the wages, hours, working conditions, and employment status of Plaintiff, Class Members, and/or
15 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff, Class Members,
16 and/or Aggrieved Employees, supervised and controlled their work schedule and/or conditions of
17 employment, determined their rate of pay, and maintained their employment records. Defendants
18 suffered or permitted Plaintiff, Class Members, and/or Aggrieved Employees to work and/or
19 “engaged” Plaintiff, Class Members, and/or Aggrieved Employees so as to create a common-law
20 employment relationship. As joint employers of Plaintiff, Class Members, and/or Aggrieved
21 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
22 available to Plaintiff, Class Members, and/or Aggrieved Employees under the law.

23 h. Plaintiff is informed and believes, and thereon alleges, that at all relevant
24 times, Defendants, and each of them acted as joint employers with respect to Plaintiff, Class
25 Members, and/or Aggrieved Employees because Defendants have:

- 26 1. jointly exercised meaningful control over the work performed by
27 Plaintiff, Class Members, and/or Aggrieved Employees;
28

- 1 2. jointly exercised meaningful control over Plaintiff's, Class Members',
2 and/or Aggrieved Employees' wages, hours, and working conditions,
3 including the quantity, quality standards, speed, scheduling, and
4 operative details of the tasks performed by Plaintiff, Class Members,
5 and/or Aggrieved Employees;
- 6 3. jointly required that Plaintiff, Class Members, and/or Aggrieved
7 Employees perform work which is an integral part of Defendants'
8 businesses; and
- 9 4. jointly exercised control over Plaintiff, Class Members, and/or
10 Aggrieved Employees as a matter of economic reality in that Plaintiff,
11 Class Members, and/or Aggrieved Employees were dependent on
12 Defendants, who shared the power to set the wages of Plaintiff, Class
13 Members, and/or Aggrieved Employees and determined their working
14 conditions, and who jointly reaped the benefits from the underpayment
15 of their wages and noncompliance with other statutory provisions
16 governing their employment.
- 17 i. Plaintiff is informed and believes, and thereon alleges, that at all relevant
18 times there has existed a unity of interest and ownership between Defendants such that any
19 individuality and separateness between the entities has ceased.
- 20 j. Adherence to the fiction of the separate existence of Defendants would
21 permit an abuse of the corporate privilege and would promote injustice by protected Defendants
22 from liability for the wrongful acts committed by them under the name of the LALALAND
23 DEFENDANTS.
- 24 k. Plaintiff further alleges, upon information and belief, that the LALALAND
25 DEFENDANTS are alter egos of each other for the following reasons:
- 26 1. On the California Secretary of State's website
27 (<https://bizfileonline.sos.ca.gov>), the LALALAND DEFENDANTS
28

1 principle/ mailing addresses are 1020 E. Levee Street, Suite 100, Dallas,
2 TX 75207 and 4799 Commons Way, Suite E, Calabasas, CA 91302;

3 2. According to their most recent “Statement of Information” forms filed
4 with the California Secretary of State, the LALALAND DEFENDANTS
5 share the same Founder, Francois Reihani, Research, Development &
6 Quality Assurance Manager, Amaris Watje, and Chief Financial Officer,
7 Travis Wolf, and addresses: 1020 E. Levee Street, Suit 100, Dallas, TX
8 75207; 4799 Commons Way, Suite E, Calabasas, CA 91302.
9 Furthermore, some of the “statement of information” forms filed omit
10 the name and address of the Chief Executive Officer, while others
11 explicitly state it is Francois Reihani. Upon information and belief,
12 Francois Reihani is the founder and CEO of the LALALAND
13 DEFENDANTS.

14 3. The LALALAND DEFENDANTS share the same agent for process
15 service, Capitol Corporate Services, Inc. and Amaris Watje; and

16 4. On information and belief, the LALALAND DEFENDANTS utilize(d)
17 the same standardized employment forms and issue the same
18 employment policies (including but not limited to the same “LaLa
19 University” application where employees are trained in how to make
20 specific drinks for patrons).

21 1. As a result of the aforementioned facts, among others, Plaintiff is informed
22 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
23 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
24 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
25 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
26 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
27 manner in which defendants’ business was and is conducted.

28 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based

1 thereon alleges that Defendants, and each of them, are joint employers.

2 **JURISDICTION**

3 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
4 of Civil Procedure section 410.10.

5 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
6 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
7 causes of action complained of herein arose; the county in which the employment contract, or part
8 of it, between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and
9 Defendants was due to be performed; the county in which the employment contract, or part of it,
10 between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants
11 was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
12 Class Members, and/or Aggrieved Employees in Los Angeles County, and because Defendants
13 employ numerous Class Members and/or Aggrieved Employees in Los Angeles County.

14 **FACTUAL BACKGROUND**

15 13. Defendants operate numerous licensed LALALAND coffee shops throughout
16 California. Upon information and belief, Defendants maintain a single, centralized Human
17 Resources (“HR”) department at their company headquarters, which is responsible for the recruiting
18 and hiring of new employees, and communicating and implementing Defendants’ company-wide
19 policies, including timekeeping policies and meal and rest period policies, to employees throughout
20 California.

21 14. Upon information and belief, Plaintiff, Class Members, and/or Aggrieved
22 Employees, received the same standardized documents and/or written policies. Upon information
23 and belief, the usage of standardized documents and/or written policies, including but not limited
24 to, new-hire documents, LaLa University, etc., indicate that Defendants dictated policies at the
25 corporate level and implemented them company-wide, regardless of their employees’ assigned
26 locations or positions.

27 15. Upon information and belief, Defendants maintain a centralized payroll department
28 at their company headquarters, which processes payroll for all non-exempt, hourly paid employees

1 working for Defendants at their various locations and jobsites in California, including Plaintiff,
2 Class Members, and/or Aggrieved Employees. Based upon information and belief, Defendants
3 issue the same formatted wage statements to all non-exempt, hourly paid employees in California,
4 irrespective of their work locations. Upon information and belief, Defendants process payroll for
5 departing employees in the same manner throughout the State of California, regardless of the manner
6 in which each employees' employment ends.

7 16. Defendants continue to employ non-exempt or hourly paid employees in California.

8 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
10 advisors knowledgeable about California labor and wage law, employment and personnel practices,
11 and about the requirements of California law.

12 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff, Class Members,
13 and/or Aggrieved Employees were not paid for all hours worked because all hours worked were not
14 recorded.

15 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff, Class Members, and/or Aggrieved Employees were entitled to
17 receive certain wages for overtime compensation and that they were not receiving certain wages for
18 overtime compensation.

19 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to be paid at a regular rate of pay,
21 and corresponding overtime rate of pay, that included as eligible income all remuneration required
22 by law, including but not limited to, all income derived from incentive pay, nondiscretionary
23 bonuses, and/or other forms of compensation.

24 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff, Class Members, and/or Aggrieved Employees were entitled to
26 receive at least minimum wages for compensation and that they were not receiving at least minimum
27 wages for work that was required to be done off-the-clock. In violation of the California Labor Code,
28 Plaintiff, Class Members, and/or Aggrieved Employees were not paid at least minimum wages for

1 work done off-the-clock.

2 22. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
4 some of them, in violation of California state wage and hour laws as a result of, without limitation,
5 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
6 seven consecutive work days in a work week without being properly compensated for hours worked
7 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
8 worked on the seventh consecutive work day in a work week by, among other things, Defendants
9 had, and continue to have, a company-wide policy and practice discouraging and impeding
10 employees from recording hours worked that were outside of their scheduled shifts in order to limit
11 the amount of overtime employees could accrue. On information and belief, this policy of limiting
12 overtime, coupled with Defendants practices of understaffing and assigning heavy workloads, led
13 Plaintiff and Class Members to work off the clock outside of their scheduled shift times in order to
14 complete their assigned tasks. Further, Defendants utilized a group chat (i.e., Slack) to communicate
15 with employees throughout the week to discuss work schedules, assignments, and other matters
16 without proper remuneration while Plaintiff and Class Members were off-the-clock.

17 Further, Plaintiff and Class Members did not receive adequate meal coverage because they
18 did not receive any meal periods during their employment or worked through their meal periods or
19 had their meal periods cut short or interrupted because there were not enough employees on duty to
20 handle the workload. Additionally, Defendants required Plaintiff and Class Members to clock in
21 and out for their rest periods using the limited number of point of sale(s) machines. However, and
22 upon information and belief, Defendants' timekeeping system deducted or did not pay employees if
23 they returned from their rest period (if any) after the 10-minute mark. For instance, if employees
24 were able to take a rest period and returned at the 10-minute mark, but the point of sale(s) machine
25 was occupied/busy, they were required to wait a few minutes to clock in through no fault of their
26 own. As a result, Defendants' failure to accurately track and/or pay for all hours actually worked at
27 the proper overtime rate of pay was to the detriment of Plaintiff and Class Members. As such,
28 Defendants did not account for all the time worked by Plaintiff and Class Members, when

1 calculating the number of hours worked to determine how many hours of overtime wages were and
2 are owed.

3 23. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
5 them, in violation of California state wage and hour laws as a result of, among other things, failing
6 to accurately track and/or pay for all hours actually worked at their regular rate of pay for work that
7 was required to be done off-the-clock to the detriment of Plaintiff and Class Members, as discussed
8 above.

9 24. For at least four (4) years prior to the filing of this Action and continuing to the
10 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
11 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
12 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
13 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
14 unprovided meal periods as required by California wage and hour laws due to, without limitation,
15 Defendants had, and continue to have, companywide policies and/or practices of understaffing its
16 retail locations, such that there were too few employees on duty to handle the workload and attend
17 to patrons, which resulted in a failure to provide Plaintiff and Class Members with adequate meal
18 period coverage, failing to authorize a complaint meal period, pressuring Plaintiff and Class
19 Members to clock-out for meal periods and continue working without receiving a complaint meal
20 period, and by interrupting meal periods to discuss work related activities, or requesting to return
21 from meal periods early, and upon information and belief, managers and supervisors edited and/or
22 manipulated employees' time entries to show less hours than actually worked by editing time to
23 demonstrate that compliant meal periods were provided.

24 25. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
26 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
27 thereof and failed to provide compensation for such unprovided rest periods as required by
28 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,

1 pressuring Plaintiff and Class Members to continue to work through their rest periods, and by
2 interrupting rest periods and for the reasons discussed above.

3 26. For at least three (3) years prior to the filing of this action and continuing to the
4 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
5 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
6 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
7 wages, minimum wages, and premium wages. As it relates to the payment of one (1) additional hour
8 of premium pay for non-compliant meal and rest wages. Defendants did not pay the correct rate of
9 pay for premium wages because Defendants failed to include all forms of compensation in the
10 regular rate of pay, as discussed above.

11 27. For at least three (3) years prior to the filing of this action and continuing to the
12 present, Defendants have failed to pay Plaintiff and Class Members, the full amount of their wages
13 owed as required by Labor Code section 204. Labor Code section 204 expressly requires employers
14 who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages "not more than
15 seven calendar days following the close of payroll period." Due to Defendants' failure to pay
16 Plaintiff and Class Members all overtime, minimum wage compensation, tip allocation wages, and
17 meal and rest period premiums as described above, Defendants failed to timely pay its employees
18 within seven calendar days following the close of payroll on a regular and consistent basis.
19 Furthermore, Labor Code section 210 provides that "in addition to, an entirely independent and apart
20 from, any other penalty provided in this article, every person who fails to pay the wages of each
21 employee as provided in sections ... 204 ... shall be subject to a civil penalty as follows: (1) for any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each
23 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
24 failure to pay each employee, plus 25% of the amount unlawfully withheld."

25 28. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the
27 costs incurred in the use of cellular phones for work-related purposes (as they were required to
28 install the following applications: (1) When I Work; (2) LaLa University, and (3) Slack, and for

1 uniforms (hats, shirts, and pants). Additionally, Defendants mandated, on a company-wide basis,
2 that Plaintiff and Class Members purchase additional apron and/or hat/beanie(s) from Defendants,
3 directly.

4 29. For at least one (1) year prior to the filing of this Action and continuing to the present,
5 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
6 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
7 applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
9 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
10 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
11 earned, as well as gross and net wages paid, and other information described herein.

12 30. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
13 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
14 226.3, 226.7, 450, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 1182.12, 1198, 2802,
15 2810.5, California Code of Regulations, Title 8, section 11050(4)(C), and applicable Wage Order(s)
16 Wage Order 5-2001 (“Wage Order 5”), seeking overtime wages, minimum wages, payment of
17 premium wages for missed meal periods, rest periods, waiting time penalties, wage statement
18 penalties, failure to indemnify, other such provisions of California law, and reasonable attorneys’
19 fees and costs.

20 31. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to
21 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
22 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
23 appropriate and effective means to prevent further violations, as well as all monies owed but
24 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
25 restitution of amounts owed.

26 **CLASS ACTION ALLEGATIONS**

27 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
28 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current

1 and former non-exempt employees of Defendants within the State of California at any time and at
2 any location commencing four (4) years preceding the filing of Plaintiff's complaint up until the
3 time that notice of the class action is provided to Class Members.

4 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
5 to amend or modify the class description with greater specificity, further divide the defined class
6 into subclasses, and to further specify or limit the issues for which certification is sought.

7 34. This action has been brought and may properly be maintained as a class action under
8 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
9 of interest in the litigation and the proposed Class is easily ascertainable.

10 **A. Numerosity**

11 35. The potential Class Members as defined are so numerous that joinder of all the
12 members of the Class is impracticable. While the precise number of Class Members has not been
13 determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class
14 Members employed or formerly employed by Defendants within the State of California.

15 36. Accounting for employee turnover during the relevant periods necessarily increases
16 this number. Plaintiff alleges Defendants' employment records would provide information as to the
17 number and location of all Class Members. Joinder of all members of the proposed Class is not
18 practicable.

19 **B. Commonality**

20 37. There are questions of law and fact common to Class Members. These common
21 questions include, but are not limited to:

- 22 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
23 pay wages to Plaintiff and Class Members for all hours worked?
- 24 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
25 worked at a proper overtime rate of pay?
- 26 C. Whether Defendants failed to properly calculate the regular rate of pay on which
27 Plaintiff's and Class Members' overtime rate of pay was based?
- 28 D. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay

1 for all other time worked at the employee's regular rate of pay and a rate of pay that
2 is greater than the applicable minimum wage?

3 E. Did Defendants violate Labor Code section 512 by not authorizing or permitting
4 Plaintiff and Class Members to take compliant meal periods?

5 F. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
6 Class Members with additional wages for missed or interrupted meal periods?

7 G. Did Defendants violate applicable Wage Orders by not authorizing or permitting
8 Plaintiff and Class Members to take compliant rest periods?

9 H. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
10 Class Members with additional wages for missed or interrupted rest periods?

11 I. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
12 and Class Members upon termination or resignation all wages earned?

13 J. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
14 under Labor Code section 203?

15 K. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
16 Members timely wages during their employment?

17 L. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
18 section 210?

19 M. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
20 Plaintiff and Class Members with accurate wage statements?

21 N. Did Defendants fail to indemnify Class Members for all necessary expenditures or
22 losses incurred in direct consequence of the discharge of their duties or by obedience
23 to the directions of Defendants as required under Labor Code section 2802?

24 O. Whether Defendants compelled and/or coerced Plaintiff and Class Members to
25 patronize their business?

26 P. Whether Defendants failed to provide written notice of information material to
27 Plaintiff's and Class Members' employment with Defendants?

28 Q. Did Defendants violate the Unfair Competition Law, Business and Professions Code

1 section 17200, *et seq.*, by their unlawful practices as alleged herein?

2 R. Are Class Members entitled to restitution of wages under Business and Professions
3 Code section 17203?

4 S. Are Class Members entitled to costs and attorneys' fees?

5 T. Are Class Members entitled to interest?

6 **C. Typicality**

7 38. The claims of Plaintiff herein alleged are typical of those claims which could be
8 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
9 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
10 damages arising out of and caused by Defendants' common course of conduct in violation of laws
11 and regulations that have the force and effect of law and statutes as alleged herein.

12 **D. Adequacy of Representation**

13 39. Plaintiff will fairly and adequately represent and protect the interest of Class
14 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
15 hour class actions.

16 **E. Superiority of Class Action**

17 40. A class action is superior to other available means for the fair and efficient
18 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
19 questions of law and fact common to Class Members predominate over any questions affecting only
20 individual Class Members. Class Members, as further described therein, have been damaged and
21 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
22 violation of the Labor Code as set out herein.

23 41. Class action treatment will allow Class Members to litigate their claims in a manner
24 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
25 any difficulties that are likely to be encountered in the management of this action that would
26 preclude its maintenance as a class action.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 42. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 43. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Order(s).

8 44. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one work week . . . shall be compensated
11 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 45. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
15 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
16 pay.”

17 46. Four (4) years prior to the filing of the Complaint in this Action through the present,
18 Plaintiff and Class Members, worked for Defendants during shifts that consisted of more than eight
19 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
20 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
21 including but not limited to, Defendants failing to accurately track and/or pay for all hours actually
22 worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as
23 discussed above. Additionally, and upon information and belief, Defendants did not pay Plaintiff
24 and Class Members the correct overtime rate for the recorded overtime hours that they generated.
25 In violation of the California Labor Code, Defendants failed to incorporate all compensation,
26 including but not limited to, all incentive pay, nondiscretionary bonuses, and/or other forms of
27 remuneration, into the calculation of the regular rate of pay for purposes of calculating overtime
28 wage rate. Therefore, during times when Plaintiff and Class Members worked overtime and

1 received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower
2 overtime rate than required.

3 47. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
4 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
5 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
6 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
7 Wage Order(s), and California law.

8 48. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
9 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
10 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
11 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Pay Minimum Wages – Against All Defendants)**

14 49. Plaintiff re-alleges and incorporates by reference the allegations contained in the
15 preceding paragraphs as though fully set forth herein.

16 50. At all relevant times, Plaintiff and Class Members were employees or former
17 employees of Defendants covered by Labor Code sections 1197, 1198, 1199 and applicable Wage
18 Order(s).

19 51. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
20 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
21 Defendants' control.

22 52. For four (4) years prior to the filing of the Complaint in this Action through the
23 present, Defendants failed to accurately track and/or pay for all hours actually worked at their
24 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members
25 as discussed above.

26 53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
27 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
28 for all hours worked or otherwise due.

1 54. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
2 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
3 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
4 damages, reasonable attorneys' fees and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **(Failure to Provide Meal Periods – Against All Defendants)**

7 55. Plaintiff re-alleges and incorporates by reference the allegations contained in the
8 preceding paragraphs as though fully set forth herein.

9 56. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 512 and applicable Wage Order(s).

11 57. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
12 employ an employee for a work period of more than five (5) hours without a timely meal break of
13 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
14 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
15 per day without providing the employee with a second timely meal period of not less than thirty (30)
16 minutes in which the employee is relieved of all of his or her duties.

17 58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
18 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
19 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
20 of compensation for each workday that the meal period is not provided.

21 59. For four (4) years prior to the filing of the Complaint in this Action through the
22 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
23 uninterrupted meal periods every five hours of work without waiving the right to take them, as
24 permitted (and as discussed above). Moreover, Defendants failed to provide one (1) additional hour
25 of pay at the Class Member's regular rate of compensation when Class Members were not provided
26 compliant meal periods.

27 60. By their failure to provide Plaintiff and Class Members compliant meal periods as
28 contemplated by Labor Code section 512, among other California authorities, and failing, to provide

1 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
2 provisions of Labor Code section 512 and applicable Wage Orders.

3 61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

6 62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
7 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
8 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
9 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

10 **FOURTH CAUSE OF ACTION**

11 **(Failure to Provide Rest Periods – Against All Defendants)**

12 63. Plaintiff re-alleges and incorporates by reference the allegations contained in the
13 preceding paragraphs as though fully set forth herein.

14 64. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by applicable Wage Orders.

16 65. California law and applicable Wage Order(s) require that employers "authorize and
17 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
18 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
19 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
20 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
21 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
22 thirty (30) minutes of paid rest period.

23 66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
24 with a meal period or rest period as provided in the applicable Wage Order(s) of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the
26 employee's regular rate of compensation for each workday that the rest period is not provided.

27 67. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,

1 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof (as
2 discussed above). Moreover, Defendants failed to provide one (1) additional hour of pay at the
3 Class Member's regular rate of compensation on the occasions that Class Members were not
4 authorized or permitted to take compliant rest periods.

5 68. By their failure, to authorize and permit Plaintiff and Class Members to take rest
6 periods contemplated by California law, and one (1) additional hour of pay at the employee's regular
7 rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
8 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

9 69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
11 owed for rest periods that they were not authorized or permitted to take.

12 70. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
14 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
15 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

16 **FIFTH CAUSE OF ACTION**

17 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

18 71. Plaintiff re-alleges and incorporates by reference the allegations contained in the
19 preceding paragraphs as though fully set forth herein.

20 72. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
22 Wage Orders.

23 73. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
24 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
25 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
26 discharge immediately upon termination. Class Members who resigned were entitled to payment
27 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
28 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and

1 unpaid at the time of resignation.

2 74. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
3 years before the filing of the Complaint in this Action through the present, Defendants, due to the
4 failure to provide overtime and minimum, Defendants failed to pay Plaintiff and Class Members all
5 wages earned including without limitation, premium wages prior to resignation or termination in
6 accordance with Labor Code sections 201 or 202.

7 75. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
8 Members all wages earned prior to termination or resignation in accordance with Labor Code
9 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
10 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
11 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
12 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
13 termination or resignation.

14 76. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
15 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
16 resignation, until paid, up to a maximum of thirty (30) days.

17 77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
18 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
19 prior to termination or resignation.

20 78. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
21 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
22 waiting time penalties, interest, and their costs of suit, as well.

23 **SIXTH CAUSE OF ACTION**

24 **(Failure to Pay All Wages Within a Timely Manner – Against All Defendants)**

25 79. Plaintiff re-alleges and incorporates by reference the allegations contained in the
26 preceding paragraphs as though fully set forth herein.

27 80. At all relevant times, Labor Code section 200 provides that "wages include all
28 amounts for labor performed by employees of every description, whether the amount is fixed or

1 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation.”

2 81. At all relevant times, Labor Code section 204 states that all wages earned by any
3 person in any employment are payable twice during the calendar month, and must be paid not more
4 than seven days following the close of the period when the wages were earned.

5 82. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
7 Orders.

8 83. At all relevant times, Labor Code section 204 expressly required employers who pay
9 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
10 calendar days following the close of the payroll period.” Due to Defendants’ failure to pay Plaintiff
11 and Class Members all minimum, or overtime wage compensation, and meal and rest period
12 premiums as described above, Defendants failed to timely pay its employees within seven calendar
13 days following the close of payroll in accordance with Labor Code section 204 on a regular and
14 consistent basis.

15 84. As discussed in detail above, by failing to pay for all minimum and/or overtime
16 wages owed, and failing to pay meal and/or rest premiums, among others discussed above,
17 Defendants failed to pay Plaintiff and Class Members at least twice per month in violation of Labor
18 Code section 204.

19 85. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor
20 Code section 210.

21 **SEVENTH CAUSE OF ACTION**

22 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

23 86. Plaintiff re-alleges and incorporates by reference the allegations contained in the
24 preceding paragraphs as though fully set forth herein.

25 87. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

27 88. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
28 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized

1 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
2 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
4 employer, among other things.

5 89. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
6 before the filing of the Complaint in this Action through the present, Defendants failed to comply
7 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
8 failure, on occasion, to furnish Plaintiff and Class Members with accurate itemized statements that
9 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
10 all applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
12 other things.

13 90. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
14 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
15 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
16 provided wage statements that Defendants knew were not accurate.

17 91. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
18 have suffered injury. The absence of accurate information on Class Members' wage statements has
19 delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
20 mathematical computations to determine the amount of wages owed; causes difficulty and expense
21 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
22 about wages and amounts deducted from wages to state and federal governmental agencies, among
23 other things.

24 92. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
25 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
26 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
27 pay period, not to exceed an aggregate \$4,000.00 per employee.

28 93. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil

1 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
2 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
3 attorneys' fees, and costs of suit.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of Labor Code § 2802 – Against All Defendants)**

6 94. Plaintiff re-alleges and incorporates by reference the allegations contained in the
7 preceding paragraphs as though fully set forth herein.

8 95. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code sections 450 and 2802 and applicable Wage
10 Orders.

11 96. Labor Code section 450, subdivision (a) provides that “[n]o employer, or agent or
12 officer thereof, or other person, may compel or coerce any employee, or applicant for employment,
13 to patronize his or her employer, or any other person, in the purchase of any thing of value.

14 97. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
15 his or her employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties . . .”

17 98. For three (3) years prior to the filing of the Complaint in this Action through the
18 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
19 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
20 obedience to the directions of Defendants that included, without limitation: using cellular phones
21 for work-related purposes and for uniforms (hats, shirts, and pants), as discussed above. Although
22 Defendants required Plaintiff and Class Members to purchase these items for work from Defendants,
23 they failed to reimburse them for these costs.

24 99. During that time period, Plaintiff is informed and believes, and based thereon alleges,
25 that Defendants, at times, failed and refused, and still fail and refuse, on occasion, to reimburse
26 Plaintiff and Class Members for those losses and/or expenditures.

27 100. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
28 have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the

1 herein-described losses and/or expenditures.

2 101. Pursuant to Labor Code sections 450 and 2802, Code of Civil Procedure sections
3 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
4 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
5 costs of suit.

6 **NINTH CAUSE OF ACTION**

7 **(Penalties Pursuant To Labor Code Section 2699, *ET SEQ.* – Against All Defendants)**

8 102. Plaintiff re-alleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 103. Plaintiff and Aggrieved Employees are aggrieved employees as defined under Labor
11 Code section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were
12 employed by the alleged violators, Defendants.

13 104. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'
14 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the
15 penalty provisions, without limitation, based on the following Labor Code sections: Plaintiff, on his
16 own behalf and on behalf of Aggrieved Employees, brings this action pursuant to, including but not
17 limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 450, 510, 512, 558,
18 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 1182.12, 1198, 2802, 2810.5, California Code of
19 Regulations, Title 8, section 11050(4)(C), and applicable Wage Order(s) Wage Order 5-2001.

20 105. The penalties shall be allocated as follows: 65% to the Labor and Workforce
21 Development Agency (LWDA) and 35% to the affected employees.

22 106. Plaintiff and Class Members or Aggrieved Employees also seek any and all penalties
23 and remedies set forth in Labor Code section 558, which states:

- 24 a. Any employer or other person acting on behalf of an employer who violates, or
25 causes to be violated, a section of this chapter or any provision regulating hours and
26 days of work in any order of the Industrial Welfare Commission shall be subject to
27 a civil penalty as follows: (1) [f]or any initial violation, fifty dollars (\$50) for each
28 underpaid employee to an amount sufficient to recover underpaid wages. (2) [f]or
each subsequent violation, one hundred dollars (\$100) for each underpaid employee
for each pay period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages. (3) [w]ages recovered pursuant to this section

1 shall be paid to the affected employee[s].

2 b. If upon inspection or investigation the Labor Commissioner determines that a person
3 had paid or caused to be paid a wage for overtime work in violation of any provision
4 of this chapter, any provision regulating hours and days of work in any order of the
5 Industrial Welfare Commission, or any applicable local overtime law, the Labor
6 Commissioner may issue a citation. The procedures for issuing, contesting, and
7 enforcing judgments for citations or civil penalties issued by the Labor
8 Commissioner for a violation of this chapter shall be the same as those set out
9 in Section 1197.1

c. The civil penalties provided for in this section are in addition to any other civil or
criminal penalty provided by law.

10 107. Labor Code section 226.3 provides that, “[a]ny employer who violates subdivision
11 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
13 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
14 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
15 that Labor Code section 226.3 applies, Plaintiff and Class Members or Aggrieved Employees also
16 seek such penalties on.

17 108. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
18 LWDA and Defendants postmarked on August 29, 2025. The LWDA has not provided notice of its
19 intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date
20 of the letters.

21 **TENTH CAUSE OF ACTION**

22 **(Unfair Competition – Against All Defendants)**

23 109. Plaintiff re-alleges and incorporates by reference the allegations contained in the
24 preceding paragraphs as though fully set forth herein.

25 110. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
26 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
27 Professions Code section 17200. Due to their participation at times in unlawful business practices
28 in violation of the Labor Code, Defendants have gained a competitive advantage over other
comparable companies doing business in the State of California that comply with their obligations

1 to compensate employees in accordance with the Labor Code.

2 111. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff
3 and Class Members have suffered injury in fact and lost money or property.

4 112. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
5 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
6 Code and requiring the establishment of appropriate and effective means to prevent further
7 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
8 including interest thereon, in which they had a property interest and which Defendants nevertheless
9 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
10 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
11 by their failure to comply with the Labor Code.

12 113. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
13 Procedure section 1032 and interest under Civil Code section 3287.

14 **DEMAND FOR JURY TRIAL**

15 114. Plaintiff demands a trial by jury on all causes of action contained herein

16 **PRAYER**

17 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
18 against Defendants as follows:

- 19 A. An order certifying this case as a Class Action;
20 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
21 counsel as class counsel;
22 C. Damages for all wages earned and owed, including minimum, and/or overtime
23 wages under Labor Code sections 218.6, 510, 1194, 1197, and 1199;
24 D. Liquidated damages pursuant to Labor Code section 1194.2;
25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512 and 226.7;
27 F. Penalties for inaccurate wage statements under Labor Code section 226,
28 subdivision (e);

- 1 G. Waiting time penalties under Labor Code section 203;
2 H. Damages for failing to timely pay wages under Labor Code section 204 and
3 penalties pursuant to section 210;
4 I. Damages under Labor Code sections 450 and 2802;
5 J. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
6 proven;
7 K. Preliminary and permanent injunctions prohibiting Defendants from further
8 violating the California Labor Code and requiring the establishment of appropriate
9 and effective means to prevent future violations;
10 L. Restitution of wages and benefits due which were acquired by means of any unfair
11 business practice, according to proof;
12 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
13 N. For attorneys' fees in prosecuting this action;
14 O. For costs of suit incurred herein; and
15 P. For such other and further relief as the Court deems just and proper.

16
17 Dated: December 3, 2025

MIRACLE MILE LAW GROUP, LLP

18
19 BY: 

STEVEN I. AZIZI

SEVADA HAKOPIAN

20
21 Attorneys for Plaintiff JONAS MCDONALD, on
22 behalf of himself and all others similarly situated
23
24
25
26
27
28