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Superior Court of California
County of Los Angeles
10/20/2025

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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

MANDI BENNETT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

STRAWBERRY FARMS GOLF CLUB, LLC;
STRAWBERRY FARMS GOLF CLUB, INC.;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 25STCV26012

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

1. **FAILURE TO PAY ALL WAGES;**
2. **MEAL PERIOD VIOLATIONS;**
3. **REST PERIOD VIOLATIONS;**
4. **WAGE STATEMENT VIOLATIONS;**
5. **WAITING TIME PENALTIES;**
6. **FAILURE TO MAINTAIN ACCURATE RECORDS;**
7. **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENDITURES;**
8. **UNFAIR COMPETITION; AND**
9. **CIVIL PENALTIES AND INJUNCTIVE RELIEF UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 *et seq.*).**

DEMAND FOR JURY TRIAL

**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF**

UNLIMITED CIVIL CASE

1 Plaintiff MANDI BENNETT (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against defendants STRAWBERRY FARMS GOLF CLUB, LLC; STRAWBERRY FARMS GOLF
4 CLUB, INC.; and DOES 1 through 10, inclusive (collectively, “Defendants”), and alleges with
5 knowledge with respect to her own acts and on information and belief as to other matters as follows:

6 **INTRODUCTION**

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

12 2. This proposed class and representative action seeks, *inter alia*, unpaid minimum and
13 overtime wages, meal and rest period premium pay, statutory penalties, liquidated damages, interest,
14 injunctive relief, reasonable attorneys’ fees, and costs of suit. Plaintiff’s action is brought under, *inter*
15 *alia*, the California Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions
16 of the California Code of Regulations, California Business & Professions Code §§ 17200 *et seq.*,
17 California Civil Code §§ 3287 and 3289, California Code of Civil Procedure § 1021.5, and California
18 Labor Code §§ 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 233, 234, 246, 510, 511, 512, 558,
19 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and 2804.

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

28 4. Plaintiff also brings an individual and representative action under Labor Code §§ 2698

1 *et seq.* on behalf of herself and all other current and former non-exempt employees of Defendants
2 employed in California during the PAGA Period (collectively, “Aggrieved Employees”). The term
3 “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice
4 of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
5 Defendants through the date of final judgment.

6 **JURISDICTION AND VENUE**

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

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

16 **PARTIES**

17 7. Plaintiff is an individual over the age of eighteen (18). Defendants employed Plaintiff
18 as a non-exempt employee during the Class Period. Defendants employed Plaintiff as a server at
19 Farmhouse Grill.

20 8. Defendant STRAWBERRY FARMS GOLF CLUB, LLC is a Delaware limited
21 liability company, with its principal place of business located at 3470 Wilshire Blvd., Suite 700, Los
22 Angeles, California 90010.

23 9. Defendant STRAWBERRY FARMS GOLF CLUB, INC. is a Delaware corporation,
24 with its principal place of business located at 3470 Wilshire Blvd., Suite 700, Los Angeles, California
25 90010.

26 10. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
27 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
28 Class Members.

1 11. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
2 participation of Defendants DOES 1 through 10, inclusive, in the conduct alleged in this Complaint.
3 For that reason, Defendants DOES 1 through 10, inclusive, are sued under such fictitious names.
4 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
5 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Defendant
6 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
7 conduct that subjected Plaintiff and the Class, as defined below, to the illegal employment practices,
8 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
9 deemed to include all DOE Defendants.

10 12. At all times herein mentioned, each of said Defendants participated in the doing of the
11 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
12 and each of them, were the agents, servants, and employees of each and every one of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
14 within the course and scope of said agency and employment. Defendants, and each of them, approved
15 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
16 herein.

17 13. At all times mentioned herein, Defendants, and each of them, were members of and
18 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope
19 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
20 that all Defendants were joint employers for all purposes of Plaintiff and Class Members.

21 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

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

24 Class:

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

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

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

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

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

11 18. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
12 Class Period, Defendants failed to pay Plaintiff and Class Members all minimum and overtime wages
13 for all hours worked in violation of the Labor Code and IWC Wage Orders. During the Class Period,
14 Plaintiff and Class Members regularly worked more than eight (8) hours and/or 10 hours per workday,
15 over 40 hours per workweek, and/or over eight (8) hours per workday on the seventh consecutive day
16 of work. Defendants' practices and policies deprived Plaintiff and Class Members of minimum and
17 overtime wages for work they performed off the clock. Defendants required Plaintiff and Class
18 Members to complete work-related tasks off the clock, such as communicating with Employer,
19 working through meal periods, and closing/end-of-shift duties (such as closing out bills). Specifically,
20 Defendants altered time records to reduce the recorded work hours of Plaintiff and Class Members by
21 shaving minutes off of Class Members' time records at the start and/or end of their shifts. To
22 Defendants' benefit and Class Members' detriment, Defendants rounded down Plaintiff and Class
23 Members' time to the nearest quarter of an hour interval, even though Defendants time clock captured
24 Plaintiff and Class Members' time to the minute (*e.g.*, 5:29 PM, 5:05 PM, etc.). Due to Defendants'
25 timekeeping policies/practices that fail to compensate for all hours worked, Defendants deliberately
26 failed to pay Plaintiff and Class Members all required minimum and overtime wages. Defendants
27 further deprived Plaintiff and Class Members of the ability to take sick leave at their "sole discretion"
28 as permitted by Labor Code §§ 233, 234, and 246.

1 **19. Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
2 the Class Period, Defendants deprived Plaintiff and Class Members of the opportunity to take all of
3 their statutorily entitled meal periods within the appropriate time intervals or provide compensation in
4 lieu thereof in violation of the Labor Code and IWC Wage Orders. During the Class Period,
5 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
6 intervals to Plaintiff and other Class Members as required by Labor Code § 512 and § 11 of the
7 applicable Wage Orders. Specifically, Plaintiff and Class Members frequently had their meal periods
8 shortened, interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and
9 prioritizing work demands over taking compliant meal periods. In addition, Defendants rounded
10 Plaintiff and Class Members' meal periods. On information and belief, Defendants also failed to
11 authorize and permit and/or make available to Plaintiff and Class Members second meal periods when
12 they worked more than 10 hours. Furthermore, Defendants rounded Plaintiff and Class Members'
13 hours worked, including meal periods, thereby depriving them of wages for all hours worked at the
14 legally mandated rates. Accordingly, Defendants failed to authorize and permit and/or make available
15 to Plaintiff and Class Members timely, uninterrupted off-duty meal periods for at least 30 minutes
16 when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate
17 Plaintiff and Class Members with an additional hour of pay at their regular rate of pay for every day
18 in which they were denied a compliant meal period, in violation of the Labor Code and the applicable
19 IWC Wage Orders.

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

Defendants violated the Labor Code and the applicable IWC Wage Orders.

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

22. **Waiting Time Penalties:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to timely pay Plaintiff and Class Members all final wages due to them at the time of their separation, which includes, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages.

23. **Failure to Keep Accurate Records:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to keep accurate and complete records of the hours worked by Plaintiff and Class Members in violation of the Labor Code and IWC Wage Orders.

24. **Failure to Reimburse Necessary Business Expenses:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit. For example, Plaintiff and Class Members were required to use their personal cell phones to discuss work-related matters with Defendants' representatives (including in a group chat) and for other work purposes without any reimbursement.

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

NUMEROSITY

26. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiff at this time and can only be

1 ascertained through appropriate discovery, Plaintiff is informed, believes, and thereon alleges that the
2 Class consists of more than 100 persons.

3 27. A class action is the only available method for the fair and efficient adjudication of this
4 controversy. The members of the Class are so numerous that joinder of all members is impractical, if
5 not impossible. The identity of Class Members can be ascertained by analysis of Defendants'
6 employee and payroll records.

7 **COMMONALITY**

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

11 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum
12 and overtime wages for all hours worked by Plaintiff and Class Members;

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

15 (c) Whether Defendants provided legally compliant meal periods to Class
16 Members pursuant to Labor Code §§ 226.7 and 512;

17 (d) Whether Defendants correctly paid meal period premium payments for
18 noncompliant meal periods pursuant to Labor Code § 226.7;

19 (e) Whether Defendants authorized and permitted legally compliant rest periods to
20 Class Members pursuant to Labor Code §§ 226.7 and 516;

21 (f) Whether Defendants correctly paid rest period premium payments for
22 noncompliant rest periods pursuant to Labor Code § 226.7;

23 (g) Whether Defendants furnished legally compliant wage statements to Class
24 Members pursuant to Labor Code § 226;

25 (h) Whether Defendants correctly paid all wages due by the time set forth in Labor
26 Code § 204;

27 (i) Whether Defendants paid all wages/compensation due upon separation to Class
28 Members as required under California law;

1 (j) Whether Defendants' policies and/or practices regarding reasonable and
2 necessary business expenditures resulted in the failure to properly reimburse Class Members;

3 (k) Whether Defendants failed to maintain accurate records;

4 (l) Whether Defendants engaged in unfair competition in violation of California
5 Business & Professions Code §§ 17200 *et seq.*; and

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

8 **TYPICALITY**

9 29. The claims of Plaintiff are typical of the claims of the Class because Plaintiff was
10 employed by Defendants as a non-exempt employee in California during the statutes of limitation
11 applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like other Class
12 Members, was not properly paid minimum and overtime wages due to Defendants' timekeeping
13 policies/practices, was not provided all required meal periods, was not authorized and permitted to
14 take all required rest periods, did not receive meal and rest period premium wages for missed and/or
15 non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or was
16 not adequately reimbursed for all necessary business expenditures.

17 **ADEQUACY OF REPRESENTATION**

18 30. Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately
19 the interests of the Class. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and
20 adequately represent Plaintiff and Class Members. Plaintiff's attorneys have prosecuted numerous
21 wage-and-hour class actions in the past and are committed to vigorously prosecuting this action on
22 behalf of the Class.

23 **PREDOMINANCE**

24 31. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff
25 and Class Members. The common issues arising from this conduct that affect Plaintiff and Class
26 Members predominate over any individual issues. Adjudication of these common issues in a single
27 action has important and desirable advantages of judicial economy.

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32. The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and Class Members make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring Class Members to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual Class Members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual Class Members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the Class Members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Class is maintainable as a class under Code of Civil Procedure § 382.

33. Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might

1 damage their future endeavors through negative references and/or other means. Class actions provide
2 Class Members who are not named in the action with a type of anonymity that allows for the
3 vindication of their rights while affording them privacy protections.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES**

6 **(Against All Defendants)**

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

9 35. At all relevant times, Defendants had a duty to comply with Labor Code §§ 201-204,
10 206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
11 applicable IWC Wage Orders and California Code of Regulations.

12 36. Labor Code § 203 requires employers to pay a waiting time penalty when they fail to
13 provide final paychecks to employees who are terminated or who quit. The penalty is equal to the
14 employee's daily wage for each day the final paycheck goes unpaid, up to 30 days.

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

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

22 39. Labor Code § 210 provides:

23 every person who fails to pay the wages of each employee as provided
24 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
25 1197.5, shall be subject to a penalty as follows: (1) For any initial
26 violation, one hundred dollars (\$100) for each failure to pay each
27 employee. (2) For each subsequent violation, or any willful or
28 intentional violation, two hundred dollars (\$200) for each failure to pay
each employee, plus 25 percent of the amount unlawfully withheld.
(b) The penalty shall either be recovered by the employee as a statutory
penalty pursuant to Section 98 or by the Labor Commissioner as a civil
penalty through the issuance of a citation or pursuant to Section 98.3.

40. Labor Code § 221 provides "[i]t shall be unlawful for any employer to collect or receive

1 from an employee any part of wages theretofore paid by said employer to said employee.”

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

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

7 43. Labor Code § 246 requires employers to provide and allow employees to use at least
8 24 hours, or three days, of paid sick leave per year.

9 44. Labor Code § 227.3 requires employers to pay terminated employees for their unused
10 paid vacation time at their final rate of pay.

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

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

27 47. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
28 employees in California for all hours worked. Local minimum wage ordinances may provide for higher

1 minimum wage rates that must be paid to employees for all hours worked in those locales where each
2 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
3 local minimum wage, whichever is higher, for any hour of work.

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

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

10 50. Labor Code § 1197 provides that the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
12 minimum so fixed is unlawful.

13 51. Labor Code § 1198 prohibits employers from employing for longer hours or less
14 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
15 the Labor Commissioner.

16 52. The failure to pay at least minimum wages to Plaintiff and Class Members for each and
17 every hour worked violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the § 4 of the
18 applicable IWC Wage Order; and the Business & Professions Code.

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

22 54. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
23 and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per workday and over
24 40 hours per workweek and were not paid all wages at their proper rate of pay for overtime, double
25 time, sick pay, and meal and rest period premiums, and were not compensated for off-the-clock work
26 including due to rounding, among other things.

27 55. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (minimum,

1 overtime, and double time wages and sick pay) by failing to accurately record all time worked, time
2 shaving, rounding time and meal period punches, and requiring off-the-clock work without
3 compensation, among other things.

4 56. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
6 earnings from minimum, overtime, and double time compensation due, in an amount to be established
7 at trial, plus prejudgment interest, attorneys' fees, and costs of suit.

8 57. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
9 conduct described herein, have committed an "intentional theft of wages in an amount greater than
10 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
11 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
12 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
13 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
14 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
15 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law.
16 Plaintiff and the Class Members Plaintiff seeks to represent are thus entitled to recover from
17 Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California
18 Penal Code § 496(c).

19 **SECOND CAUSE OF ACTION**

20 **MEAL PERIOD VIOLATIONS**

21 **(Against All Defendants)**

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

24 59. At all relevant times, Defendants had a duty to comply with Labor Code §§ 226.7 and
25 512, and the applicable IWC Wage Orders and California Code of Regulations.

26 60. Labor Code § 512 and § 11 of the IWC Wage Orders prohibit an employer from
27 employing any person for a work period of more than 5 hours per day without providing the employee
28 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),

1 except that if the total work period per day is no more than 6 hours, the meal period may be waived
2 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
3 is required if an employee works more than 10 hours per day and must begin before the employee's
4 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
5 may be waived by mutual consent of the employer and employee, but only if the first meal period was
6 not waived.

7 61. § 11 of the applicable IWC Wage Orders state that "[u]nless the employee is relieved
8 of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal
9 period and counted as time worked."

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

16 63. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
17 meal periods when working more than five (5) hours and/or 10 hours per workday because their first
18 and second meal periods were late, interrupted, short, missed, and/or not free of all duties.

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

22 65. Plaintiff is informed, believes, and thereon alleges that Plaintiff and Class Members
23 did not voluntarily waive their meal periods.

24 66. As a result, Defendants are responsible for paying premium compensation for meal
25 period violations pursuant to Labor Code §§ 226.7 and 512, and the applicable Wage Orders, including
26 interest thereon, statutory penalties, civil penalties, and costs of suit.

27 67. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
28 conduct described herein, have committed an "intentional theft of wages in an amount greater than

1 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
2 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
3 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
4 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
5 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
6 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff
7 is informed, believes, and thereon alleges that meal period premiums are wages, gratuities, benefits,
8 or other compensation within the meaning of California Penal Code § 487m. Plaintiff and the Class
9 Members Plaintiff seeks to represent are thus entitled to recover from Defendants treble damages and
10 costs, including reasonable attorneys’ fees, pursuant to California Penal Code § 496(c).

11 **THIRD CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(Against All Defendants)**

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

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

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

20 71. § 12 of the applicable IWC Wage Order provides in relevant part that:

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

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

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

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

7 74. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
8 period premiums for noncompliant rest periods pursuant to Labor Code § 226.7(b) and the applicable
9 IWC Wage Order.

10 75. As a result, Defendants are responsible for paying premium compensation for rest
11 period violations pursuant to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289, and the
12 applicable Wage Order, including interest thereon, statutory penalties, civil penalties, and costs of suit.

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

25 **FOURTH CAUSE OF ACTION**

26 **WAGE STATEMENT VIOLATIONS**

27 **(Against All Defendants)**

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

1 fully set forth herein.

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

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

12 80. Labor Code § 226(e)(1) authorizes an employee suffering injury as a result of a
13 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
14 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
15 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
16 an award of costs and attorneys' fees.

17 81. § 7 of the IWC Wage Orders require Defendants to maintain time records showing,
18 among other things, when the employee begins and ends each work period, meal periods taken, and
19 total daily hours worked in an itemized wage statement, and must show all deductions and
20 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
21 Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly
22 and intentionally failed to comply with the IWC Wage Orders.

23 82. Throughout the Class Period, Defendants provided wage statements that did not
24 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
25 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
26 wage statements, among other things, making it difficult for Plaintiff and Class Members to determine
27 whether they were paid correctly for all hours worked, which deductions were made, and the extent of
28 any underpayment. Plaintiff has had to file this lawsuit in order to determine the extent of the

1 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
2 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
3 earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages
4 from Defendants. Defendants' violations of Labor Code § 226(a) prevented Plaintiff and Class
5 Members from knowing, understanding and disputing the wages paid to them, and resulted in an
6 unjustified economic enrichment to Defendants.

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

11 84. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code §
12 226(h), compelling Defendants to comply with Labor Code § 226, and seek the recovery of attorneys'
13 fees and costs incurred in obtaining this injunctive relief.

14 **FIFTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**

16 **(Against All Defendants)**

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

19 86. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
20 employer to pay all wages earned immediately at the time of separation of employment in the event
21 the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her
22 intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said
23 employee's wages become due and payable no later than 72 hours upon said employee's last date of
24 employment.

25 87. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
26 timely pay Plaintiff and Class Members all final wages due to them at the time of their separation,
27 which includes, among other things, underpaid minimum and overtime wages, and meal and rest
28 period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as

1 a matter of uniform policy and practice, Defendants continue to fail to pay Class Members all earned
2 wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants'
3 failure to pay all final wages was willful within the meaning of Labor Code § 203.

4 88. Defendants' willful failure to timely pay Plaintiff and Class Members their earned
5 wages upon separation from employment, results in a continued payment of wages up to thirty (30)
6 days from the time the wages were due. Therefore, Plaintiff and Class Members are entitled to
7 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO MAINTAIN ACCURATE RECORDS**

10 **(Against All Defendants)**

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

13 90. At all relevant times, Defendants had a duty to comply with Labor Code §§ 1174 and
14 1198 and maintain accurate records on behalf of Plaintiff and Class Members.

15 91. Labor Code § 1174 requires employers to maintain accurate and complete payroll
16 records, including employee hours worked and wages paid.

17 92. Labor Code § 1174.5 provides: "Any person employing labor who willfully fails to
18 maintain the records required by subdivision (c) of Section 1174 or accurate and complete records
19 required by subdivision (d) of Section 1174, or to allow any member of the commission or employees
20 of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil
21 penalty of five hundred dollars (\$500)."

22 93. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
23 Defendants willfully failed to maintain accurate and complete payroll records, including employee
24 hours worked and wages paid.

25 94. Thus, Plaintiff and Class Members are entitled to the penalties set forth in Labor Code
26 § 1174.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS**

3 **EXPENDITURES**

4 **(Against All Defendants)**

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

7 96. At all relevant times, Defendants had a duty to comply with Labor Code §§ 2800 and
8 2802 and the applicable IWC Wage Orders and California Code of Regulations.

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

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

6 102. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
8 (a) failing to pay Plaintiff and Class Members all minimum wages, (b) failing to pay Plaintiff and
9 Class Members all overtime wages; (c) failing to provide Plaintiff and Class Members with all meal
10 periods to which they are entitled, and/or failing to pay them meal period premium payments; (d)
11 failing to authorize and permit all required duty-free rest periods to Plaintiff and Class Members,
12 and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff
13 and Class Members with all accurate and complete, itemized wage statements in violation of Labor
14 Code § 226; and/or (f) failing to reimburse Plaintiff and Class Members.

15 103. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff and continues to deprive Class Members of compensation to which they are legally entitled,
17 constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants'
18 competitors who have been and/or are currently employing workers and attempting to do so in honest
19 compliance with applicable wage and hour laws.

20 104. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff for herself and on behalf of Class Members, seeks full restitution of monies, as
22 necessary and according to proof, to restore any and all monies withheld, acquired and/or converted
23 by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

24 105. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

26 106. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect her interests and those of the Class, to obtain restitution and injunctive relief on behalf of
28 Defendants' current non-exempt employees, and to enforce important rights affecting the public

1 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
2 entitled to recover under Code of Civil Procedure § 1021.5.

3 **NINTH CAUSE OF ACTION**

4 **CIVIL PENALTIES AND INJUNCTIVE RELIEF UNDER THE PRIVATE ATTORNEYS**

5 **GENERAL ACT**

6 **(Against All Defendants)**

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

9 108. On August 8, 2025, Plaintiff notified Defendants, via certified mail, and the California
10 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
11 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
12 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
13 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
14 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
15 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

16 109. Defendants have committed several Labor Code violations against Plaintiff and other
17 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
18 *et seq.*, acting on behalf of other Aggrieved Employees, brings this individual and representative action
19 against Defendants to recover the civil penalties due to other Aggrieved Employees and the State of
20 California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for
21 each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
22 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
23 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
24 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and
25 \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
26 and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee
27 per pay period for those violations of the Labor Code for which no civil penalty is specifically
28 provided, based on the following Labor Code violations:

1 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
2 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
3 Aggrieved Employees during employment and upon separation of employment;

4 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
5 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other
6 Aggrieved Employees at these employees' respective regular rates of compensation for rest period
7 violations;

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

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

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

15 (f) Violation of Labor Code §§ 233, 234, and 246 for depriving Plaintiff and other
16 Aggrieved Employees of the ability to take sick leave at their "sole discretion";

17 (g) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
18 accurate records on behalf of Plaintiff and other Aggrieved Employees;

19 (h) Violation of Labor Code §§ 2802 and 2804 for failure to reimburse Plaintiff and
20 other Aggrieved Employees for all necessary business expenditures; and

21 (i) Derivative violations of Labor Code § 1199.

22 110. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
23 penalties on behalf of herself and all other Aggrieved Employees and the State of California, in
24 addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

25 111. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
26 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

27 **PRAYER FOR RELIEF**

28 **WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, prays for judgment and

1 the following specific relief against Defendants, jointly and severally, as follows:

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

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

5 3. That Amanda E. Manahan and Shaheen Anthony Etemadi of Manahan O'Dell LLP be
6 appointed as Class Counsel for all purposes;

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

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

10 6. For treble damages pursuant to Penal Code § 496(c) for violation of Penal Code §
11 487m;

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

14 8. For civil penalties due to Plaintiff and other Aggrieved Employees and the State of
15 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
16 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
17 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
18 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
19 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
20 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
21 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
22 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
23 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
24 for those violations of the Labor Code for which no civil penalty is specifically provided;

25 9. For appropriate injunctive relief pursuant to Labor Code § 2698 *et seq.*;

26 10. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
27 Code §§ 1194 and §§ 2699(g) and Code of Civil Procedure § 1021.5;

1 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
2 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
3 Professions Code §§ 17200 *et seq.*;

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

7 13. For liquidated damages pursuant to Labor Code § 1194.2;

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

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

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

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

15
16 Dated: October 20, 2025

MANAHAN O'DELL LLP

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18 By: Shaheen Anthony Etemadi

19 Shaheen Anthony Etemadi
20 Attorneys for Plaintiff
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Dated: October 20, 2025

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff