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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiff Zohnyia Baxter

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

ZOHNIA BAXTER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

GRAPE CHURCH'S INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **25STCV33503**

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 226;**

**(4) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(5) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(6) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Zohnyia Baxter (“Plaintiff”) hereby submits their Class Action and
2 Representative Action Complaint for Damages and Penalties against Defendant Grape
3 Church’s Inc. and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf of
4 themselves and the Class of other similarly situated current and former employees of
5 Defendants for meal period and rest break wages, minimum and overtime wages, and penalties
6 as follows:

7 **INTRODUCTION**

8 1. This class action is brought pursuant to Labor Code §§ 201 to 204, 226, 226.7,
9 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), Industrial
10 Welfare Commission (“IWC”) Wage Order 5-2001 (codified as California Code of Regulations
11 Title 8 § 11050), and Business and Professions Code § 17200 *et seq.* (Unfair Competition Law
12 (“UCL”)).

13 2. This Complaint challenges Defendants’ systemic illegal employment practices
14 resulting in violations of the stated provisions of the Labor Code and Business and Professions
15 Code against the identified class of employees.

16 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
17 severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
19 all minimum and overtime wages; (3) failing to provide accurate wage statements; and (4)
20 failing to pay all wages due and owing upon termination of employment.

21 **JURISDICTION AND VENUE**

22 4. This class action is brought pursuant to California Code of Civil Procedure §
23 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
24 Superior Court and will be established according to proof at trial. The damages sought by
25 Plaintiff individually are less than \$75,000.00.

26 5. This Court has jurisdiction over this action pursuant to California Constitution,
27 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes
28 except those given by statute to other courts. The statutes under which this action is brought do
not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, PAGA, IWC Wage Order 5-2001, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendant is a corporation licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement,

1 authorization and consent of each Defendant designated herein.

2 As such and based upon all the facts and circumstances incident to Defendants'
3 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,
4 512, 1194, IWC Wage Order 5-2001, and the UCL.

5 **CLASS ACTION ALLEGATIONS**

6 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of
7 Civil Procedure § 382 of a class of all hourly-paid, non-exempt employees of Defendants who
8 worked in California during the period from November 17, 2021, to the present, including the
9 following Subclasses:

10 (a) **Meal Period Subclass:** all hourly-paid, non-exempt employees of
11 Defendants who worked one or more shifts in excess of six (6) hours in
12 California during the period from November 17, 2021, to the present;

13 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
14 Defendants who worked one or more shifts in excess of six (6) hours in
15 California without receiving a 30-minute break during which they were
16 relieved of all duties, during the period from November 17, 2021, to the
17 present;

18 (b) **Rest Break Subclass:** all hourly-paid, non-exempt employees of
19 Defendants who worked one or more shifts of three and one-half (3.5)
20 hours or more in California during the period from November 17, 2021,
21 to the present;

22 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
23 Defendants who worked one or more shifts of three and one-half (3.5)
24 hours or more in California without receiving all required paid 10-
25 minute breaks during which they were relieved of all duties, during the
26 period November 17, 2021, to the present;

27 (c) **Overtime Subclass:** all hourly-paid, non-exempt employees of
28 Defendants who worked one or more shifts in excess of eight (8) hours
in a day or forty (40) hours in a workweek in California during the

period from November 17, 2021, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from November 17, 2021, to the present;

(d) Minimum Wage Subclass all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from November 17, 2021, to the present;

(e) Wage Statement Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of November 17, 2022, to the present;

(f) Terminated Employee Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of November 17, 2022, to the present;

14. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

15. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

16. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest breaks; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due

1 and owing upon termination of employment; and (5) engaging in unfair business practices.
2 Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and
3 designed intent to willfully withhold appropriate wages for work performed members of the
4 Class.

5 **17. Common Question of Law and Fact:** There are predominant common
6 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
7 Class concerning whether Defendants' policies and practices regularly denied Class Members
8 overtime and minimum wages, meal periods and rest breaks, accurate wage statements, and
9 wages upon termination of employment.

10 **18. Typicality:** The claims of Plaintiff are typical of the claims of all members of
11 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
12 Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, IWC Wage Order 5-2001, and the UCL.
13 Plaintiff worked at least one shift in excess of six hours during which they were not provided
14 all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or
15 greater during which they were not authorized and permitted all duty-free, legally mandated
16 rest breaks. Plaintiff worked at least one shift over eight hours during which they were not paid
17 for all hours worked, including overtime hours worked. Plaintiff received wage statements
18 during their employment. Plaintiff's employment terminated during the statutory period and
19 Plaintiff was not timely paid all wages due and owing their upon termination.

20 **19.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
21 nature. These laws and labor standards serve an important public interest in establishing
22 minimum working conditions and standards in California. These laws and labor standards
23 protect the average working employee from exploitation by employers who may seek to take
24 advantage of superior economic and bargaining power in setting onerous terms and conditions
25 of employment.

26 **20.** The nature of this action and the format of laws available to Plaintiff and
27 members of the Class identified herein make the class action format a particularly efficient and
28 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable

1 advantage since it would be able to exploit and overwhelm the limited resources of each
2 individual plaintiff with their vastly superior financial and legal resources. Requiring each
3 Class Member to pursue an individual remedy would also discourage the assertion of lawful
4 claims by employees who would be disinclined to file an action against their former and/or
5 current employer for real and justifiable fear of retaliation and permanent damage to their
6 careers at subsequent employment.

7 **21.** The prosecution of separate actions by the individual Class Members, even if
8 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
9 respect to individual Class Members against the Defendants and which would establish
10 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
11 respect to individual Class Members which would, as a practical matter, be dispositive of the
12 interest of the other Class Members not parties to the adjudications or which would
13 substantially impair or impede the ability of the Class Members to protect their interests.
14 Further, the claims of the individual members of the Class are not sufficiently large to warrant
15 vigorous individual prosecution considering all of the concomitant costs and expenses.

16 **22.** Such a pattern, practice and administration of corporate policy regarding illegal
17 employee compensation described herein is unlawful and creates an entitlement to recovery by
18 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
19 amount of minimum and overtime wages, meal period and rest break premiums, and penalties,
20 including interest thereon, attorneys' fees and costs of suit, as well as consequential damages.

21 **23.** Proof of a common business practice or factual pattern, which Plaintiff
22 experienced and is representative of, will establish the right of each Class Member to recovery
23 on the causes of action alleged herein.

24 **24.** The Class is commonly entitled to a specific fund with respect to the
25 compensation illegally and unfairly retained by Defendants. This action is brought for the
26 benefit of the entirety of all Class and will result in the creation of a common fund.
27
28

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

3 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
5 **SUBCLASSES (a), (b), (e), and (f))**

6 **25.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
7 though fully set forth herein.

8 **26.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (e),
9 and (f) had the right to take a 10-minute rest break for every four (4) hours worked or major
10 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

11 **27.** As a pattern and practice, Defendants regularly did not provide employees with
12 all their meal periods and rest breaks and did not provide proper compensation for this failure.

13 **28.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
14 (a), (b), (e), and (f) with all legally-mandated meal periods and rest breaks is a violation of
15 California law.

16 **29.** Defendants willfully failed to pay employees whom they did provide the
17 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
18 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
19 (a), (b), (e), and (f) are owed wages for meal period and rest break premiums as set forth
20 above.

21 **30.** Such a pattern, practice and administration of corporate policy as described
22 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
23 Subclasses (a), (b), (f), and (g) identified herein, in a civil action, for the balance of the unpaid
24 premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
25 including interest, attorneys' fees, and costs of suit.

26 **SECOND CAUSE OF ACTION**

27 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

28 **REGARDING OVERTIME AND MINIMUM WAGES**

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND

1 **SUBCLASSES (c), (d), (e), and (f))**

2 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
3 though fully set forth herein.

4 **32.** At all times relevant herein, Defendants were required to compensate their non-
5 exempt employees' minimum wages for all hours worked and overtime wages for all hours
6 worked over eight (8) hours in a day or forty (40) hours in a workweek.

7 **33.** As a pattern and practice, Defendants regularly failed to compensate its
8 employees for all hours worked and all overtime hours worked at the correct rate of pay,
9 resulting in a failure to pay all minimum wages and, where applicable, overtime wages.

10 **34.** This resulted in Plaintiff and the Class and Subclasses (c), (d), (e), and (f)
11 receiving total wages in an amount less than minimum wage and, when applicable, deprived
12 Plaintiff and the Class and Subclasses (c), (d), (e), and (f) of overtime wages.

13 **35.** Such a pattern, practice and administration of corporate policy regarding illegal
14 employee compensation as described herein is unlawful and creates an entitlement to recovery
15 by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid
16 balance of the full amount of minimum wages owing, including liquidated damages, interest,
17 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

18 **THIRD CAUSE OF ACTION**

19 **REGARDING RECORD KEEPING**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

21 **THE CLASS AND ALL SUBCLASSES)**

22 **36.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as
23 though fully set forth herein.

24 **37.** At all times relevant herein, Defendants were required to maintain accurate
25 records pursuant to the mandate of Labor Code § 226.

26 **38.** In violation of Labor Code § 226, Defendants failed in their affirmative
27 obligation to keep *accurate* records for their California employees. For example, as a result of
28 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages

1 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
2 Plaintiff received at least one such wage statement during their employment with Defendants.

3 **39.** Such a pattern, practice and uniform administration of corporate policy as
4 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
5 Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties
6 pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees,
7 and costs of suit.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

10 **REGARDING WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

12 **THE CLASS AND ALL SUBCLASSES)**

13 **40.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 39 as
14 though fully set for herein.

15 **41.** At all times relevant herein, Defendants were required to pay their employees
16 all wages owed in a timely fashion at the end of employment pursuant to California Labor
17 Code §§ 201 to 204.

18 **42.** As a result of Defendants' alleged Labor Code violations alleged above,
19 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
20 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
21 Labor Code § 203.

22 **43.** The conduct of Defendants and their agents and employees as described herein
23 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
24 managerial employees of Defendants.

25 **44.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
26 the wages due and owing them upon separation from employment results in a continuation of
27 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
28 Members who have separated from employment are entitled to compensation pursuant to
Labor Code § 203.

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
4 **EMPLOYEES)**

5 **45.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
6 though fully set forth herein.

7 **46.** PAGA expressly establishes that any provision of the California Labor Code
8 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, boards, agencies or employees for a violation of the
10 California Labor Code, may be recovered through a civil action brought by an aggrieved
11 employee on behalf of themself or themselves, and other current or former employees.

12 **47.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
13 to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
14 PAGA through a representative action pursuant to the PAGA and the California Supreme
15 Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to,
16 nor do they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

17 **48.** On September 12, 2025, Plaintiff provided written notice to the LWDA and
18 Defendants of the specific provisions of the Labor Code they contend were violated, and the
19 theories supporting their contentions. To date, they have not received a response.

20 **49.** Plaintiff and the other non-exempt employees are "aggrieved employees" as
21 defined by California Labor Code § 2699(c) in that they are all current or former employees of
22 Defendants, and one or more of the alleged violations was committed against them.

23 **Failure to Provide Meal Periods and Rest Breaks**

24 **50.** At all times relevant herein, Defendants were required to provide authorize and
25 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and
26 provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of
27 Labor Code §§ 226.7, 512, and 558.

28 **51.** During the relevant time period, Defendants failed to provide Plaintiff and other
aggrieved employees with the opportunity to take meal periods and/or the opportunity to take

1 timely meal periods. Meal periods were late, short, or missing, as reflected in Defendant's
2 records, and Defendant failed to pay meal period premium wages. Plaintiff and other aggrieved
3 employees were not exempt from the Wage Orders and, as a result of Defendants' policies and
4 practices, were not provided all required meal periods and rest breaks.

5 **Failure to Pay Overtime and Minimum Wages**

6 **52.** At all times relevant herein, Defendants were required to compensate their non-
7 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
8 applicable, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1197.1.

9 **53.** As a pattern and practice, Defendants failed to compensate Plaintiff and other
10 similarly-situated current and former employees for all hours worked, including time spent
11 working through recorded meal periods and time spent working "unauthorized" overtime.
12 Plaintiff contends they and other aggrieved employees were at times either not provided the
13 opportunity to take meal periods and/or not provided the opportunity to take timely meal
14 periods, but were still required to record the meal period despite continuing to work. Further,
15 Defendant maintained a strict "no overtime" policy, and any overtime worked was "shaved"
16 from employee time records. This resulted in a failure to compensate Plaintiff and other
17 aggrieved employees all minimum wages due and owing for off-the-clock work, and overtime
18 wages, as applicable.

19 **Failure to Timely Pay Wages During Employment**

20 **54.** At all times relevant herein, Defendants were required to pay their employees
21 within the time limits specified under Labor Code §§ 203.1 and 204.

22 **55.** During the relevant time period, Defendants failed to pay Plaintiff and other
23 aggrieved employees all wages due to them within the time period specified by Labor Code §
24 204, including as outlined above.

25 **Failure to Timely Pay Wages During and Upon Termination of Employment**

26 **56.** At all times relevant herein, Defendants were required to pay their employees in
27 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

28 **57.** As a result of Defendants' Labor Code violations alleged above, Defendants
failed to pay Plaintiff and the other aggrieved employees all wages due them within the time

1 periods specified by Labor Code §§ 201-204 during and upon termination of employment.

2 **Failure to Provide Complete and Accurate Wage Statements**

3 **58.** At all times relevant herein, Defendants were required to keep *accurate* records
4 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
5 1174(d), and to produce records upon request within the time required by Labor Code § 226(c).

6 **59.** As a result of Defendants' various Labor Code violations, Defendants failed to
7 keep accurate records regarding Plaintiff and other similarly-situated current and former
8 employees. For example, Defendants failed in their affirmative obligation to keep accurate
9 records regarding Plaintiff and other similarly-situated current and former employees' gross
10 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
11 number of hours worked at each hourly rate.

12 **Penalties**

13 **60.** Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other
14 current and former aggrieved employees, requests and is entitled to recover from Defendants,
15 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as
16 well as all statutory penalties against Defendants, and each of them, including but not limited
17 to:

18 **61.** Penalties under California Labor Code § 2699 in the amount of up to two
19 hundred dollars (\$200) for each aggrieved employee per pay period.

20 **62.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
21 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
22 records upon request;

23 **63.** Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each
24 aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for
25 each aggrieved employee per pay period for each subsequent violation;

26 **64.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
27 for each aggrieved employee per pay period for the initial violation, and two hundred fifty
28 dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

65. Any and all additional penalties and sums as provided by the Labor Code and/or

1 other statutes; and

2 **66.** Attorneys' fees and costs as permitted by law.

3 **SIXTH CAUSE OF ACTION**

4 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***
5 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
6 **THE CLASS AND ALL SUBCLASSES)**

7 **67.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 66 as
8 though fully set for herein.

9 **68.** Defendants, and each of them, have engaged and continue to engage in unfair
10 and unlawful business practices in California by practicing, employing and utilizing the
11 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
12 all overtime and minimum wages, (2) all meal period and rest break wages, (3) accurate wage
13 statements, and (4) all wages due and owing upon termination of employment.

14 **69.** Defendants' utilization of such business practices constitutes unfair, unlawful
15 competition and provides an unfair advantage over Defendants' competitors.

16 **70.** The acts complained of herein occurred within the last four years preceding the
17 filing of the complaint in this action.

18 **71.** Defendants have engaged in unlawful, deceptive and unfair business practices,
19 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
20 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working
21 condition standards and conditions due to them under the California laws and IWC Wage
22 Orders as specifically described therein.

23 **72.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class
24 and Subclasses who are similarly situated, full restitution of monies, as necessary and
25 according to proof, to restore any and all monies withheld, acquired and/or converted by the
26 Defendants by means of the unfair practices complained of herein.

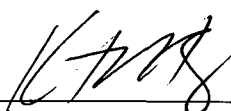
27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment for themselves and all others on
whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203;
8. Upon the Fifth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 216, 226, 226.3, 510, 558, 1174(d), 1194, 1197.1, and Wage Order 5-2001;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 1194, PAGA and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: November 17, 2025

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Zohnyia Baxter

DEMAND FOR JURY TRIAL

Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: November 17, 2025

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Zohnyia Baxter