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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Omar Fernandez, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MELANIE SIAROT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

WEST COAST CONVENIENCE, LLC, a
California limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. CV-25-008958

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512);**
- (2) Failure to Provide Rest Periods
(Lab. Code § 226.7);**
- (3) Unpaid Overtime
(Lab. Code § 510, 1198);**
- (4) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (5) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (6) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$35,000.00

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Melanie Siarot, submits this First Amended Class
3 and Representative Action Complaint (the “Complaint”) against Defendant, West Coast Convenience,
4 LLC, and Does 1 through 50 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is
8 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate
9 indifference and conscious disregard to the rights of employees by failing to provide meal periods and
10 rest periods, failing to pay an additional hour of regular rate wages for missed, late, short, or interrupted
11 meal periods and rest periods, failing to pay all overtime wages, failing to timely pay all wages during
12 employment or upon termination of employment, and by failing to provide complete and accurate
13 itemized wage statements. The Complaint seeks damages, penalties, and other relief pursuant to, among
14 other provisions, Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558,
15 1194, 1198, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions
16 Code sections 17200 et seq. (the “UCL”).¹

17 2. Plaintiff and other non-exempt employees regularly work shifts of at least 3.5 hours
18 requiring rest periods and shifts of more than 5.0 hours requiring meal periods. Defendants, however,
19 fail to provide lawful meal and rest periods that are instead not provided, provided late, short, or
20 interrupted. Moreover, Plaintiff and other non-exempt employees also earn non-base hourly wages or
21 other non-hourly, non-discretionary remuneration, including for example incentives, bonuses, or shift
22 differentials. Defendants fail to consider such earnings when Plaintiff and other non-exempt employees’
23 meal periods and rest periods are missed, late, short, or interrupted. Specifically, rather than pay an
24 additional hour of regular rate wages for a missed, late, short, or interrupted meal period or rest period,
25 Defendants routinely underpay the additional hour of wages to Plaintiff and other non-exempt
26 employees at their base hourly rates of pay.

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¹ Except as otherwise noted, all “Section” references are to the Labor Code.

3. Plaintiff and other non-exempt employees also regularly work more than 8.0 hours in a day or 40.0 hours in a workweek. Defendants fail to consider Plaintiff and other non-exempt employees' non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives, bonuses, or shift differentials, when calculating their overtime rates of pay. Defendants thus routinely underpay overtime wages to Plaintiff and other non-exempt employees.

4. Because Plaintiff and other non-exempt employees are not paid an additional hour of wages at their regular rates and are not paid overtime at the proper multiple of their regular rates, Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish wage statements that accurately show and itemize all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

6. The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

7. The Complaint seeks relief exceeding \$35,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 226, 226.7, 510, 512, and 1198, and the UCL.

8. Venue is proper in the County of Stanislaus. Plaintiff worked for Defendants in Modesto, California.

PARTIES

9. In June of 2024 Plaintiff began working for Defendants as a customer service cashier. Until Plaintiff's employment ended in September of 2025, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives, bonuses, or shift differentials. When Plaintiff worked 3.5 hours in a workday, Plaintiff regularly was not provided lawful rest periods. Likewise, when Plaintiff worked more than 5.0 hours in a workday, Plaintiff regularly was not provided lawful meal

1 periods. Instead, rest periods and meal periods were not duty free or missed, late, short, or interrupted.
2 Plaintiff also was regularly not provided an additional hour of regular rate wages for a missed, late,
3 short, or interrupted meal period or rest period but instead paid an additional hour of wages at Plaintiff's
4 base hourly rate of pay. When Plaintiff worked more than 8.0 hours in a day or 40.0 hours in a
5 workweek, Plaintiff was not paid overtime wages at the proper multiple of Plaintiff's regular rate.
6 Plaintiff was not timely paid all due wages during employment or upon separation of employment and
7 also was not provided with accurate itemized wage statements. Plaintiff thus is a victim of the policies,
8 practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff
9 of the rights guaranteed by the Labor Code and the UCL.

10 10. Plaintiff is informed and believes that West Coast Convenience, LLC was and is a
11 California limited liability company. Plaintiff is informed and believes that at all times herein
12 mentioned named defendants and Does 1 through 50, were and are corporations, business entities,
13 individuals, or partnerships that are and were licensed to do business and actually doing business in the
14 State of California. Based upon all the facts and circumstances incident to Defendants' business,
15 Defendants are subject to Sections 201-204, 226, 226.7, 510, 512, and 1198, and the UCL.

16 11. Plaintiff does not know the true names or capacities of the defendants sued herein as
17 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
18 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
19 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
20 responsible in some way for the matters alleged herein and proximately caused the illegal employment
21 practices, wrongs, and injuries complained of herein.

22 12. At all times mentioned herein, each of said Defendants participated in the doing of the
23 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
24 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
25 scope of said agency and employment.

26 13. Plaintiff is informed and believes that at all times material hereto, each of said
27 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
28 each of the other Defendants and was acting within the course and scope of such agency, employment,

1 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
2 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
3 omissions of the acting Defendants.

4 14. Plaintiff is informed and believes that at all times material hereto each of the Defendants
5 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
6 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
7 pursuance of, a joint venture, partnership, or common enterprise.

8 CLASS ACTION ALLEGATIONS

9 15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
10 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
11 the State of California who have worked a shift of more than 5.0 hours since September 12, 2021 (the
12 “Meal Period Class”); (ii) all current and former non-exempt employees of Defendants in the State of
13 California who have worked a shift of at least 3.5 hours since September 12, 2021 (the “Rest Period
14 Class”); (iii) all current and former non-exempt employees of Defendants in the State of California who
15 have worked more than 8.0 work hours in a day or more than 40.0 work hours in a workweek since
16 September 12, 2021, in a workweek in which they also earned non-base hourly wages or other non-
17 hourly, non-discretionary remuneration, including for example incentives, bonuses, or shift differentials
18 (the “Overtime Class”); and (iv) all members of the Meal Periods Class, Rest Period Class, and
19 Overtime Class who have worked since September 12, 2024 (the “Wage Statement Class”). The Meal
20 Period Class, Rest Period Class, Overtime Class, and Wage Statement Class are collectively referred to
21 as the “Class.”

22 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
23 joinder of all members would be impractical, if not impossible. The identities of the members of the
24 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
25 informed and believes that Defendants violated Sections 201-204, 226, 226.7, 510, 512, and 1198, and
26 the UCL against Plaintiff and the Class by failing to provide meal periods and rest periods, failing to
27 pay an additional hour of regular rate wages for a missed, late, short, or interrupted meal period or rest
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1 period, failing to pay all overtime wages, failing to timely pay all wages during employment or upon
2 separation of employment, and failing to provide complete and accurate itemized wage statements.

3 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
4 represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready,
5 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have
6 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
7 and-hour class actions currently pending in California state and federal courts.

8 18. **Common Question of Law and Fact:** There are predominant common questions of law
9 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
10 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
11 failing to provide meal periods and rest periods, to pay an additional hour of regular rate wages for
12 missed, late, short, or interrupted meal periods and rest periods, to pay all overtime wages, to timely pay
13 all wages during employment or upon separation of employment, or to provide complete and accurate
14 itemized wage statements.

15 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
16 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
17 suffered. As with other members of the Class, when Plaintiff worked 3.5 hours in a workday, Plaintiff
18 regularly was not provided lawful rest periods. Likewise, when Plaintiff worked more than 5.0 hours in
19 a workday, Plaintiff regularly was not provided lawful meal periods. Plaintiff was paid on an hourly
20 basis as a non-exempt employee and also earned non-base hourly wages or other non-hourly, non-
21 discretionary remuneration, including for example incentives, bonuses, or shift differentials. Plaintiff
22 was regularly not provided an additional hour of regular rate wages for a missed, late, short, or
23 interrupted meal period or rest period but instead paid an additional hour of wages at Plaintiff's base
24 hourly rate of pay. When Plaintiff worked more than 8.0 hours in a day or 40.0 hours in a workweek,
25 Plaintiff was not paid overtime wages at the proper multiple of Plaintiff's regular rate. Plaintiff was not
26 timely paid all due wages during employment or upon separation of employment and also was not
27 provided with accurate itemized wage statements. Plaintiff thus is a member of the Class and has
28 suffered the alleged violations of the Labor Code.

1 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
2 in establishing minimum working conditions and requirements in California. These labor standards
3 protect employees from onerous terms and conditions of employment or exploitation by employers who
4 have superior economic and bargaining power.

5 21. The nature of this action and the format of laws available to Plaintiff and members of the
6 Class make the class action format a particularly efficient and appropriate procedure to redress the
7 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
8 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
9 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
10 legal resources. Requiring each member of the Class to pursue an individual remedy would also
11 discourage the assertion of lawful claims by employees who would be disinclined to file an action
12 against their former or current employer for real and justifiable fear of retaliation and permanent
13 damage to their careers at their current or subsequent employment.

14 22. The prosecution of separate actions by individual members of the Class, even if possible,
15 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
16 members of the Class that would establish potentially incompatible standards of conduct for
17 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
18 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
19 of other members of the Class not parties to the adjudications. Further, the claims of the individual
20 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
21 the concomitant costs and expenses.

22 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
23 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
24 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512,
25 1194, and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to
26 recover damages and restitution, including unpaid wages and interest thereon, applicable penalties,
27 reasonable attorneys' fees, and costs of suit.

1 24. This action is brought for the benefit of the Class, which is commonly entitled to a
2 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
3 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)**

6 **(By Plaintiff and the Meal Period Class Against All Defendants)**

7 25. The preceding paragraphs are re-alleged and incorporated by this reference.

8 26. Because Plaintiff and the Meal Period Class were non-exempt employees, Defendants
9 were required to comply with Sections 226.7 and 512 and the applicable IWC Wage Order. Section
10 512(a) generally prohibits employment of an individual for a work period of more than five hours per
11 day without providing the employee with an uninterrupted, duty-free meal period of at least 30 minutes.
12 Section 226.7(b) provides that an employer shall not require an employee to work during a meal period.
13 Section 226.7(c) states that “the employer shall pay the employee one additional hour of pay at the
14 employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not
15 provided.”

16 27. As a matter of policy and practice, Defendants fail to provide lawful meal periods that are
17 instead not provided, provided late, short, or interrupted. Moreover, as a matter of policy and practice,
18 whenever Defendants pay an additional hour of wages to Plaintiff and the Meal Period Class for missed,
19 late, short, or interrupted meal periods, Defendants pay an additional hour of wages at the base hourly
20 rate of pay. As a matter of policy and practice, in workweeks in which Plaintiff and the Meal Period
21 Class earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including for
22 example incentives, bonuses, or shift differentials, Defendants fail to consider such wages when
23 calculating the regular rate of pay for purposes of paying the additional hour of wages. As such, Plaintiff
24 and the Meal Period Class are owed additional wages for missed, late, short, or interrupted meal periods.

25 28. Moreover, all owing wages must be paid timely. Section 204 provides that wages are
26 generally due and payable no later than seven days after the end of a pay period or at least twice during
27 each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if
28 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and

1 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no
2 later than 72 hours after an employee quits his or her employment, unless the employee has given
3 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully
5 fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall
6 continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
7 for more than thirty (30) days.

8 29. Based on Defendants' failure to pay an additional hour of wages to Plaintiff and the Meal
9 Period Class for missed, late, short, or interrupted meal periods, and as a matter of policy and practice,
10 Defendants also fail to timely pay Plaintiff and the Meal Period Class all due wages. On information
11 and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the
12 mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to
13 timely pay Plaintiff and the Meal Period Class all wages due, Defendants are subject to applicable
14 penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

15 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
16 entitles Plaintiff and the Meal Period Class to recover unpaid wages, including interest thereon,
17 applicable penalties, attorneys' fees, and costs of suit.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Rest Periods (Lab. Code § 226.7)**

20 **(By Plaintiff and the Rest Period Class Against All Defendants)**

21 31. The preceding paragraphs are re-alleged and incorporated by this reference.

22 32. Because Plaintiff and the Rest Period Class were non-exempt employees, Defendants
23 were required to comply with Section 226.7 and the applicable IWC Wage Order. Section 1198 makes
24 unlawful conditions of labor that are prohibited by the applicable IWC Wage Order. The applicable laws
25 generally require an employer to provide a duty-free, 10-minute rest period for every four hours worked,
26 or major fraction thereof. Section 226.7(b) provides that an employer shall not require an employee to
27 work during a rest period. Section 226.7(c) states that "the employer shall pay the employee one
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1 additional hour of pay at the employee's regular rate of compensation for each workday that the meal or
2 rest or recovery period is not provided."

3 33. As a matter of policy and practice, Defendants fail to provide lawful rest periods that are
4 instead not provided, provided late, short, or interrupted. Moreover, as a matter of policy and practice,
5 whenever Defendants pay an additional hour of wages to Plaintiff and the Rest Period Class for missed,
6 late, short, or interrupted rest periods, Defendants pay an additional hour of wages at the base hourly rate
7 of pay. As a matter of policy and practice, in workweeks in which Plaintiff and the Rest Period Class
8 earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example
9 incentives, bonuses, or shift differentials, Defendants fail to consider such wages when calculating the
10 regular rate of pay for purposes of paying the additional hour of wages. As such, Plaintiff and the Rest
11 Period Class are owed additional wages for missed, late, short, or interrupted rest periods.

12 34. Moreover, all owing wages must be paid timely. Based on Defendants' failure to pay an
13 additional hour of wages to Plaintiff and the Rest Period Class for missed, late, short, or interrupted rest
14 periods, and as a matter of policy and practice, Defendants also fail to timely pay Plaintiff and the Rest
15 Period Class all due wages. On information and belief, Defendants were advised by skilled lawyers and
16 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations.
17 Because Defendants willfully fail to timely pay Plaintiff and the Rest Period Class all wages due,
18 Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor
19 Code provisions.

20 35. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
21 entitles Plaintiff and the Rest Period Class to recover unpaid wages, including interest thereon,
22 applicable penalties, attorneys' fees, and costs of suit.

23 **THIRD CAUSE OF ACTION**

24 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

25 **(By Plaintiff and the Overtime Class Against All Defendants)**

26 36. The preceding paragraphs are re-alleged and incorporated by this reference.

27 37. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
28 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight

1 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
2 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
3 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
4 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
5 IWC Wage Order.

6 38. Plaintiff and the Overtime Class regularly work more than 8.0 hours in a day or 40.0
7 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Overtime Class work
8 hours entitled to overtime wages, Defendants fail to pay lawful overtime wages for all hours exceeding
9 8.0 hours in a day or 40.0 in a workweek. Specifically, whenever Plaintiff and the Overtime Class are
10 paid non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example
11 incentives, bonuses, or shift differentials, Defendants fail to consider such earnings when paying
12 overtime wages and thus fail to pay the required overtime rates of pay. As such, Plaintiff and the
13 Overtime Class are owed overtime wages.

14 39. Moreover, all owing wages must be paid timely. Based on Defendants’ failure to pay
15 overtime wages to Plaintiff and the Overtime Class, as a matter of policy and practice, Defendants fail
16 to timely pay Plaintiff and the Overtime Class all due wages during employment and fail to timely pay
17 all due wages upon separation of employment. On information and belief, Defendants were advised by
18 skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to
19 Plaintiff’s allegations. Because Defendants willfully fail to timely pay Plaintiff and the Overtime Class
20 all wages due, Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among
21 other Labor Code provisions.

22 40. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
23 entitles Plaintiff and the Overtime Class to recover unpaid overtime and interest thereon, applicable
24 penalties, attorneys’ fees, and costs of suit.

25 **FOURTH CAUSE OF ACTION**

26 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

27 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

28 41. The preceding paragraphs are re-alleged and incorporated by this reference.

42. Section 226(a) requires an employer to furnish to its employees itemized wage statements that show accurate information, including without limitation, all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

43. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

44. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)

(By Plaintiff, the Meal Period Class, the Rest Period Class, and the Overtime Class Against All Defendants)

45. The preceding paragraphs are re-alleged and incorporated by this reference.

46. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failure to provide meal periods and rest periods, the failure to pay an additional hour of regular rate wages for missed, late, short, or interrupted meal periods and rest periods, and the failure to pay all overtime wages.

47. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class of the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

48. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **Violations of California Labor Code (Lab. Code §§ 2698 et seq.)**

3 **(By Plaintiff as a Proxy for the State Against All Defendants)**

4 49. The preceding paragraphs are re-alleged and incorporated by this reference.

5 50. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this
7 capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 210, 218.5, 218.6,
8 226, 226.3, 226.7, 510, 512, 558, 1194, and 1198 committed since July 1, 2025, against all aggrieved
9 employees. As stated herein, Defendants fail to provide meal periods and rest periods, to pay an
10 additional hour of regular rate wages for missed, late, short, or interrupted meal periods and rest periods,
11 to pay all overtime wages, to timely pay all wages during employment or upon termination of
12 employment, and to provide complete and accurate itemized wage statements. Under Section 2699(c),
13 Plaintiff is an “aggrieved employee,” as one or more of the alleged violations were committed against
14 Plaintiff as an employee of Defendants.

15 51. On or about September 12, 2025, Plaintiff sent written notice to the Labor & Workforce
16 Development Agency (“LWDA”) of specific facts and theories for Defendants’ above violations.
17 Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing
18 of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the
19 allegations in the written notice.

20 52. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
21 applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants’ violations against all
22 aggrieved employees for the period described above.

23 **PRAYER FOR RELIEF**

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

- 26 1. For an order certifying the proposed Classes;
- 27 2. For an order appointing Plaintiff as the representative of the Classes;
- 28 3. For an order appointing Counsel for Plaintiff as Class Counsel;

1 4. Upon the First Cause of Action for damages, including unpaid wages and interest
2 thereon, penalties, and attorneys' fees and costs;

3 5. Upon the Second Cause of Action for damages, including unpaid wages and interest
4 thereon, penalties, and attorneys' fees and costs;

5 6. Upon the Third Cause of Action for damages, including unpaid wages and interest
6 thereon, penalties, and attorneys' fees and costs;

7 7. Upon the Fourth Cause of Action for penalties, actual damages, and attorneys' fees and
8 costs;

9 8. Upon the Fifth Cause of Action for restitution of all funds unlawfully acquired by
10 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
11 and for attorneys' fees and costs;

12 9. Upon the Sixth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
13 and for attorneys' fees and costs;

14 10. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
15 UCL, and Code of Civil Procedure section 1021.5; and

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

17 DATED: November 18, 2025

DIVERSITY LAW GROUP, P.C.

18 By: 
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Larry W. Lee

Simon L. Yang

Attorneys for Plaintiff
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On November 18, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Jacqueline Loveless Richard C. Rybicki Rybicki & Associates P.C. 10 Executive Court, Suite 204 Napa, California 94558	<i>Attorneys for Defendant West Coast Convenience, LLC</i> jl@rybickiassociates.com rrybicki@rybickiassociates.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 18, 2025, at Los Angeles, California.



Erika Mejia