

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Minh Tam Do, Esq. SBN 349573
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: staff@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
minh@jameshawkinsaplc.com

Attorneys for Plaintiff, Amal Tabsharani,
individually, and on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

AMAL TABSHARANI, individually, and
on behalf of herself and all others similarly
situated,

Plaintiff,

v.

VALLEY OF THE MOON GOLF, LLC, a
California Corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No.

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof
- 4) Failure to Reimburse Employee Expenses
- 5) Failure to Timely Pay Wages During Employment
- 6) Failure to Timely Pay Wages at Termination of Employment
- 7) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions
- 8) Violations of the Unfair Competition Law

JURY TRIAL DEMANDED

1 Plaintiff Amal Tabsharani ("Plaintiff"), individually, and on behalf of herself and all others
2 similarly situated, asserts claims against defendant Valley of The Moon Golf, LLC (hereinafter
3 referred to as "VALLEY"), a California Corporation, and DOES 1 through 50, inclusive
4 (collectively referred to as "Defendants") as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
8 on behalf of Plaintiff and any and all persons who are or were employed by Defendant as non-
9 exempt employees, however titled, in the State of California within four (4) years prior to the filing
10 of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the
11 "Class" or "Class Members" or "Non-Exempt Employees").

12 2. During the liability period, Defendants have engaged in a systematic pattern of wage
13 and hour violations under the California Labor Code and Industrial Welfare Commission ("IWC")
14 Wage Orders.

15 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 a. Failing to pay all wages owed, including overtime;
- 18 b. Failing to provide lawful meal periods or compensation in lieu thereof;
- 19 c. Failing to provide lawful rest periods or compensation in lieu thereof;
- 20 d. Failing to reimburse for business expenses;
- 21 e. Failing to timely pay wages during employment and at termination; and
- 22 f. Willfully failing to provide accurate semi-monthly itemized wage statements.

23 4. Plaintiff, on behalf of herself and Non-Exempt Employees, brings this action
24 pursuant to Labor Code §§ 201-204, 210, 221, 223, 224, 226, 226.3, 226.7, 226.8, 246, 510, 512,
25 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2775, 2800, 2802, 2699,
26 and applicable Industrial Welfare Commission ("IWC") Wage Orders seeking unpaid wages,
27 rest/meal period premiums, expense reimbursements, penalties and other equitable relief, and
28 reasonable attorneys' fees and costs.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

- 3
- 4
- 5
- 6

7
8
9
10

11
12
13
14
15

16
17
18
19

20
21
22
23

24

25

26
27
28

11. Whenever in this complaint reference is made to any act, deed, or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees, or representatives, who were actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

12. The true names and capacities of Defendant, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as DOES when such identities become known.

13. Plaintiff is informed and believes, and thereon alleges, that the DOE Defendants are the partners, agents, or principals and co-conspirators of Defendant and of each other; that Defendant and the DOE Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the DOE Defendants is liable to the extent of the liability of the Defendant as alleged herein.

IV.

FACTUAL ALLEGATIONS

14. Plaintiff was employed by Defendant from on or about September 15, 2021, through on or about July 2022 as a server/bartender. Her job duties included serving food and beverages, taking customer orders, preparing and serving alcoholic and non-alcoholic drinks, setting up and cleaning tables, and providing general customer service in the dining and event areas.

15. From approximately July 2022 through November 2022, Plaintiff was employed as a Supervisor. Her job duties included supervising and overseeing employees, performing quality control, and ensuring high standards of customer service.

16. Subsequently, from approximately November 2022 through December 2024, Plaintiff was employed as a Food and Beverage Manager. Her job duties included managing staff, arranging and coordinating events, organizing employees to ensure timely food and beverage

1 service, and preparing work schedules.

2 17. During the relevant time period, Defendant implemented policies and practices that
3 resulted in Plaintiff and other employees being misclassified as exempt. For example, from
4 approximately November 2022 through August 18, 2024, Plaintiff was misclassified as a salaried
5 exempt employee, although she did not perform executive duties for more than fifty percent of her
6 work time.

7 18. During the relevant time period, Defendant implemented policies and practices that
8 resulted in Plaintiff and other Non-Exempt Employees not being paid the correct wages for all
9 hours worked. For example, Plaintiff and other Non-Exempt Employees were not paid overtime at
10 one-and-a-half times their regular rate of pay in a given pay period and were instead underpaid.
11 Furthermore, Plaintiff and other Non-Exempt Employees were required to perform work and
12 remain under Defendant's control while off the clock, including creating and arranging employee
13 schedules, communicating with clients about events, and coordinating event details. In addition,
14 Plaintiff and other Non-Exempt Employees were required to use their personal cell phones for
15 work-related communications while off the clock.

16 19. During the relevant time period, due to the demands of their work shifts, Plaintiff
17 and other Non-Exempt Employees were frequently required to work in excess of five (5) hours
18 without receiving a minimum, uninterrupted thirty (30) minute meal period by the end of the fifth
19 hour of their shift and/or in excess of ten (10) hours without receiving a second thirty (30) minute
20 meal period by the end of the tenth hour of their shift. Further, Plaintiff and other Non-Exempt
21 Employees were frequently interrupted during their meal breaks due to work demands and customer
22 requests. For example, Plaintiff and other Non-Exempt Employees were regularly unable to take
23 legally compliant meal breaks on time or were forced to skip them entirely due to job demands,
24 staffing and scheduling practices, lack of adequate coverage, and overall workload.

25 20. During the relevant time periods, Plaintiff, and on information and belief, Non-
26 Exempt Employees were not paid one (1) hour of pay at their regular rate of compensation for each
27 workday that a compliant meal period was not provided, in violation of California labor laws,
28 regulations and IWC Wage Orders. During the relevant time periods, due to the demands of the

1 work shifts, as discussed herein, Plaintiff and Non-Exempt Employees were required to work
2 without being permitted or authorized a minimum ten (10) minute rest period for every four hours
3 or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate
4 of compensation for each workday that a rest period was not provided, in violation of California
5 labor laws, regulations, and IWC Wage Orders. On information and belief, Defendant had
6 noncompliant policy regarding rest periods, and Plaintiff and Non-Exempt Employees thus rarely,
7 if ever, received a single compliant rest period during their shift.

8 21. On information and belief, Defendant willfully failed to reimburse Plaintiff and
9 Class Members for necessary business expenses. For example, Plaintiff and Class Members were
10 required to use their personal cell phones for all work-related communications with management,
11 co-workers, and clients. Additionally, although Plaintiff and Class Members were required to wear
12 a specific uniform—a shirt with the company’s logo—Defendant failed to provide laundry services
13 or compensation for cleaning these uniforms, forcing employees to launder them at their own
14 expense. Plaintiff and other Non-Exempt Employees did not receive full reimbursement for these
15 necessary expenses. Furthermore, Plaintiff was required to use her personal vehicle to pick up
16 supplies and linens but did not receive any reimbursement from Defendant.

17 22. On information and belief, Defendant willfully failed to pay all earned wages in a
18 timely manner to Non-Exempt Employees during their employment and at the termination of their
19 employment for all compensation due, including but not limited to all wages owed and
20 compensation for having failed to properly provide rest periods and meal periods.

21 23. Defendants have also failed to maintain accurate itemized records reflecting total
22 hours worked and have failed to provide Non-Exempt Employees with accurate, itemized wage
23 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

24 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant
25 currently employs and during the relevant time periods has employed over one hundred (100) Non-
26 Exempt Employees in California.

27 25. Non-Exempt Employees employed by Defendant, at all times pertinent hereto, have
28 been non-exempt employees within the meaning of the California Labor Code and the

1 implementing rules and regulations of the IWC California Wage Orders.

2 V.

3 **CLASS ACTION ALLEGATIONS**

4 26. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
5 are or were employed by Defendant in the State of California, including (a) hourly non-exempt
6 employees and (b) employees misclassified as exempt or salaried employees, at any time within
7 four (4) years prior to the filing of this lawsuit (the “Liability Period”) through resolution of this
8 lawsuit (collectively referred to as the “Class” and/or “Class Members”).

9 27. Plaintiff also seeks to represent Subclasses which are composed of persons
10 satisfying the following definitions:

11 a. All Class Members in the state of California who were not accurately and
12 fully paid all lawful wages owed to them;

13 b. All Class Members in the state of California who were misclassified as
14 Exempt Employees and did not receive all lawful wages owed to them;

15 c. All Class Members in the state of California who were not provided with
16 a compliant first 30-minute meal period when they worked over five hours in a work shift by the
17 end of the fifth hour and were not provided lawful compensation in lieu thereof;

18 d. All Class Members in the state of California who were not provided with
19 a compliant second 30-minute meal period when they worked over ten hours in a work shift by
20 the end of the tenth hour and were not provided lawful compensation in lieu thereof;

21 e. All Class Members in the state of California who, within the Liability
22 Period, were not authorized and permitted to take a minimum ten (10) minute rest period for
23 every four (4) hours or major fraction thereof worked per day and were not provided
24 compensation in lieu thereof;

25 f. All Class Members in the state of California who, within the Liability
26 Period, were not timely paid all wages due and owed to them during their employment with
27 Defendant;

28 g. All Class Members in the state of California who, within the Liability

1 Period, were not timely paid all wages due and owed to them upon the termination of their
2 employment with Defendant;

3 h. All Class Members in the state of California who, within the Liability
4 Period, were not provided with accurate and complete itemized wage statements; and

5 i. All Class Members who were employed by Defendant and subject to
6 Defendant's Unfair Business Practices.

7 28. Plaintiff also seeks to represent a Subclass consisting of all Class
8 Members employed by Defendant in California who, within the statutory Liability Period, were
9 not indemnified for expenses incurred in direct consequence of the discharge of their duties.

10 29. Plaintiff reserves the right under Rule 3.765 of the California Rules of Court to
11 amend or modify the class description with greater specificity or further division into subclasses
12 or limitation to particular issues.

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

16 **A. Numerosity**

17 31. The potential members of the Class as defined are so numerous that joinder of all
18 the members is impracticable. While the precise number of Class Members has not been
19 determined at this time, Plaintiff is informed and believes that Defendant currently employs,
20 and/or during the relevant time period employed, over 100 Non-Exempt Employees in California
21 who are or have been affected by Defendant's unlawful practices as alleged herein.

22 **B. Commonality**

23 32. There are common questions of law and fact as to the Class and Subclasses that
24 predominate over questions affecting only individual Class Members. These common questions
25 of law and fact include, without limitation:

26 a. Whether Defendant violated Labor Code sections 510, 1194, and
27 applicable IWC Wage Orders by failing to pay all earned wages, including correct overtime
28 compensation, to Non-Exempt Employees who worked in excess of eight (8) hours in a workday

1 and/or more than forty (40) hours in a workweek;

2 b. Whether Defendant implemented uniform policies and practices that
3 required Non-Exempt Employees to perform work duties "off-the-clock" without compensation;

4 c. Whether Defendant violated Labor Code sections 226.7, 512, and
5 applicable IWC Wage Orders by failing to provide statutorily compliant 30-minute meal periods
6 to Non-Exempt Employees on days in which they worked in excess of five (5) hours and/or ten
7 (10) hours and failing to compensate said employees one (1) hour's wages in lieu of meal periods;

8 d. Whether Defendant violated Labor Code section 226.7 and applicable IWC
9 Wage Orders by failing to authorize and permit minimum ten (10)-minute rest periods to Non-
10 Exempt Employees for every four (4) hours or major fraction thereof worked and failing to
11 compensate said employees one (1) hour's wages in lieu of rest periods;

12 e. Whether Defendant violated sections 201-203 of the Labor Code by failing
13 to pay all earned wages and/or premium wages due and owing at the time that any Non-Exempt
14 Employee's employment with Defendant terminated, including but not limited to correct
15 overtime;

16 f. Whether Defendant violated section 204 of the Labor Code by failing to
17 pay timely wages during employment;

18 g. Whether Defendant violated sections 226 and 226(a) of the Labor Code
19 and applicable IWC Wage Orders by failing to, among other violations, maintain accurate records
20 of Non-Exempt Employees' earned wages, work periods, meal periods, and deductions;

21 h. Whether Defendant violated section 17200 et seq. of the Business and
22 Professions Code through its violation of the above-referenced Labor Code sections and
23 applicable IWC Wage Orders, which violations constitute a violation of fundamental public
24 policy;

25 i. Whether Defendant failed to reimburse employees for necessary expenses
26 in accordance with Labor Code section 2802; and

27 j. Whether Defendant misclassified Plaintiff and other Non-Exempt
28 Employees as exempt from overtime, thereby causing the violations of wage and hour laws

1 alleged herein.

2 **C. Typicality**

3 33. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
4 and all members of the Class sustained injuries and damages arising out of and caused by
5 Defendant's common course of conduct in violation of California laws, regulations, and statutes
6 as alleged herein.

7 **D. Adequacy of Representation**

8 34. Plaintiff will fairly and adequately represent and protect the interests of the
9 members of their respective Classes. Plaintiff's counsel are competent and experienced in
10 litigating large employment class actions.

11 **E. Superiority of Class Action**

12 35. A class action is superior to other available means for the fair and efficient
13 adjudication of this controversy. Individual joinder of all Class and Class Members is not
14 practicable, and questions of law and fact common to each Class predominate over any questions
15 affecting only individual members of each Class. Each member of the Classes has been damaged
16 and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein
17 complained of.

18 36. Class action treatment will allow those similarly situated persons to litigate their
19 claims in the manner that is most efficient and economical for both parties and the judicial
20 system. Plaintiff is unaware of any difficulties that are likely to be encountered in the
21 management of this action that would preclude its maintenance as a class action.

22
23 **VI.**

24 **CAUSES OF ACTION**

25 **First Cause of Action**

26 Failure to Pay Lawful Wages Including Overtime Wages

27 (Lab. Code §§ 510, 1194, 1197, 1199)

28 (Against All Defendants)

37. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

38. As alleged herein, during the statutory liability period, Defendant's misclassification of Plaintiff and other Non-Exempt Employees as exempt, along with its policies, practices, and work shift requirements, resulted in Plaintiff and Non-Exempt Employees working "off-the-clock" and/or not receiving compensation for all hours worked, including minimum wage and overtime, in violation of California state wage and hour laws.

39. As alleged herein, during the statutory liability period, Defendant's policies and/or practices resulted in Plaintiff and Non-Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving proper overtime compensation at the rate of one and one-half times their regular rate of pay.

40. As also alleged herein, during the liability period applicable to the Class Members, Defendant's policies and/or practices resulted in Plaintiff and similarly situated Non-Exempt Employees not receiving minimum wages for time spent under Defendant's control without pay.

41. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods

Or Compensation in Lieu Thereof

(Lab. Code §§ 226.7, 512, IWC Wage Orders)

(Against All Defendants)

42. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

43. As alleged herein, by its failure to provide Plaintiff and Non-Exempt Employees with an uninterrupted 30-minute meal period by the end of the fifth hour and/or a second uninterrupted 30-minute meal period by the end of the tenth hour, and by not providing compensation for such statutorily non-compliant meal periods, Defendant violated the provisions of Labor Code § 512 and applicable IWC Wage Orders.

44. As a result of the unlawful acts of Defendant, Plaintiff and the Class that she seeks to represent have been deprived of premium wages in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code § 226.7.

45. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Third Cause of Action

Failure to Provide Rest Periods

Or Compensation in Lieu Thereof

(Lab. Code §§226.7, IWC Wage Orders)

(Against All Defendants)

46. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

47. As alleged herein, by its failure to provide a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day by Non-Exempt Employees, and by failing to provide compensation for such unlawfully denied rest periods, as alleged above, Defendant willfully violated the provisions of Labor Code section 226.7 and applicable IWC Wage Orders.

48. As a result of the unlawful acts of Defendant, Plaintiff and the Class that she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code § 226.7.

49. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Fourth Cause of Action

Failure to Reimburse Employee Expenses

(Lab. Code § 2802)

(Against All Defendants)

50. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

51. As alleged herein, by its policy and/or practice of not providing adequate reimbursement for necessary business expenses incurred by Plaintiff and similarly situated Class Members as a direct consequence of their job duties, including, but not limited to, the use of personal cell phones for work-related communications and the use of personal vehicles for work-related errands such as picking up supplies, Defendant willfully violated the provisions of Labor Code § 2802.

52. As a result of the unlawful acts of Defendant, Plaintiff and the Class that she seeks to represent are entitled to recovery of the full amount of expenses incurred, plus interest, attorneys' fees, and costs, under Labor Code § 2802.

53. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Fifth Cause of Action

Failure to Timely Pay Wages During Employment

(Lab. Code § 204)

(Against All Defendants)

54. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

55. Labor Code section 204 requires that all wages be due and payable weekly or twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections became due and payable to Plaintiff and Class Members in each pay period that they were not paid all lawful wages owed or provided with the lawful meal periods to which they were entitled. Defendant violated Labor Code § 204 by failing to pay said wages when they were due and payable.

56. Labor Code § 210(a) provides that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of

1 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
2 1197.5, shall be subject to a penalty as follows:

3 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
4 employee.

5 (2) For each subsequent violation, or any willful or intentional violation, two hundred
6 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
7 unlawfully withheld.”

8 57. As a result of the unlawful acts of Defendant alleged herein, Plaintiff and the
9 Class that she seeks to represent have been deprived of wages in amounts to be determined at trial
10 and are entitled to recovery of such amounts, plus interest and statutory penalties.

11 58. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as
12 described herein and below.

13 **Sixth Cause of Action**

14 Failure to Timely Pay Wages Due At Termination

15 (Lab. Code §§ 201-203)

16 (Against All Defendants)

17 59. Plaintiff repeats and incorporates herein by reference each and every paragraph of
18 this Complaint, as though fully set forth herein.

19 60. Sections 201 and 202 of the California Labor Code require Defendant to pay its
20 employees all wages due within 72 hours of termination of employment. Section 203 of the Labor
21 Code provides that if an employer willfully fails to timely pay such wages, the employer must, as
22 a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an
23 action is commenced. The penalty cannot exceed 30 days of wages.

24 61. As alleged herein, affected Class Members are entitled to compensation for all
25 forms of wages earned, including: overtime compensation, minimum wage, and compensation for
26 non-provided rest and meal periods, but to date have not received such compensation,
27 therefore entitling them to Labor Code Section 203 penalties.
28

62. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Seventh Cause of Action

Knowing and Intentional Failure to Comply With Itemized Employee

Wage Statement Provisions

(Lab. Code § 226)

(Against All Defendants)

63. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

64. Section 226(a) of the California Labor Code requires Defendant to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the members of the proposed Class. IWC Wage Orders require Defendant to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked. These records must be provided in an itemized wage statement, which must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and the members of the proposed Class. On information and belief, Defendant has failed to record all or some of the items delineated in the applicable Industrial Welfare Commission (IWC) Wage Orders and Labor Code § 226(a).

65. As alleged herein, Plaintiff and Class Members have been injured by Defendant's actions, which have rendered them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

66. Pursuant to Labor Code § 226(e)(1), Plaintiff and Class Members are entitled to recover damages of up to a maximum of \$4,000.00 each for these record-keeping violations.

67. WHEREFORE, Plaintiff and the Class that she seeks to represent request relief as described herein and below.

Eighth Cause of Action

Violation of Unfair Competition Law

(Bus. & Prof. Code, §§ 17200-17208)

(Against All Defendants)

68. Plaintiff repeats and incorporates herein by reference each and every paragraph of this Complaint, as though fully set forth herein.

69. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any ***unlawful, unfair*** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

70. Defendant' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

71. The actions of Defendant, as alleged in this Complaint, constitute unlawful, unfair, and deceptive business practices within the meaning of Business and Professions Code Section 17200 et seq.

72. Plaintiff and Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein.

73. As a direct and proximate result of the unfair business practices of Defendant and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and Class Members as a result of the business acts and practices described herein

74. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;

3. For economic and/or special damages and/or liquidated damages in an amount according to proof with interest thereon;
4. For meal/rest period premiums pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §§ 203, 204, 210, 226, and 558;
6. For attorneys' fees, interest, and costs of suit under Labor Code §§ 218.5, 226, 1194, 2802 and Civil Code § 3287; and
7. For any other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: September 7, 2025

JAMES HAWKINS, APLC

James R. Hawkins
Isandra Y. Fernandez
Lance Dacre
Minh Tam Do
Attorneys for Plaintiff, Amal Tabsharani