

Michael H. Boyamian, Cal. Bar. No. 256107
michael@boyamianlaw.com
Christina Tajerian, Cal Bar. No. 362668
christina@boyamianlaw.com
BOYAMIAN LAW, INC.
550 North Brand Boulevard, Suite 1500
Glendale, California 91203
Telephone: (818) 547-5300
Facsimile: (818) 547-5678

Attorneys for Plaintiff UHANE SANDAL,
individually and on behalf of others similarly situated

E-FILED
10/17/2025 12:05 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV477886
Reviewed By: M. Suarez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

UHANE SANDAL, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

EAZE INC., a Delaware corporation; EAZE
CALIFORNIA LLC, a Delaware limited liability
company; and DOES 1 through 25, Inclusive,

Defendants.

Case Number: 25CV477886

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Breaks);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Breaks);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Failure to Pay Wages Upon Termination);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§

2800 and 2802 (Unreimbursed Business Expenses);

(10) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices)

DEMAND FOR JURY TRIAL

Plaintiff UHANE SANDAL (“Plaintiff”), on behalf of herself and all others similarly situated (hereinafter collectively referred to as “Plaintiffs”), hereby files this Class Action Complaint against Defendants EAZE INC, a Delaware corporation, EAZE CALIFORNIA LLC, a Delaware limited liability company; and DOES 1 through 25, Inclusive. Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

3. This Court has jurisdiction over Defendants EAZE INC and EAZE CALIFORNIA LLC because, upon information and belief, Defendants have sufficient minimum contacts in California and intentionally avails themselves of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintains offices, has agents, and/or transacts business in the State of California, County of Alameda. Defendant’s agent for service of process is located in the State of California, County of Los Angeles. The majority of the acts and omissions alleged herein relating to the other class

members took place in the State of California, including the County of Alameda, which has the highest concentration of Defendant's offices, and therefore percipient witnesses, in the State of California.

PARTIES

5. Plaintiff UHANE SANDAL is an individual residing in the State of California, the County of Los Angeles.

6. Defendant EAZE INC., at all times herein mentioned, was and is, upon information and belief, a Delaware corporation, and an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. Defendant EAZE CALIFORNIA LLC, at all times herein mentioned, was and is, upon information and belief, a Delaware limited liability company, and an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. At all relevant times, Defendants EAZE INC. and EAZE CALIFORNIA LLC are the "employer" of Plaintiff within the meaning of all applicable California state laws and statutes.

9. Plaintiff is informed and believes and based thereon alleges that Defendants EAZE INC. and EAZE CALIFORNIA LLC, are Delaware registered entities, and now are and/or at all times mentioned in this complaint, were licensed to do business, and actually doing business in the state of California as an online retailer and transporter of cannabis products. Defendants maintain several locations throughout California advertising themselves as being part of "Eaze" and upon information and belief are treated as a single enterprise by management. Common management runs all of the entities, and corporate formalities are not observed amongst the entities. Further, both EAZE INC. and EAZE CALIFORNIA LLC have designated "Cory John Azzalino" as their agent of service of process. Mr. Azzalino is identified as the Chief Executive Officer for both Eaze entities registered with the California Secretary of State. These various entities therefore have such a unity of interest and ownership that the separate personalities do not really exist and that the corporate structure is just a shield of the alter ego of each other.

10. Plaintiff is unaware of the true names or capacities whether corporate, associate, individual or otherwise, of defendants DOES 1 through 25, inclusive. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff prays for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure Section 474, once their names and capacities have been ascertained.

11. Defendants EAZE INC, a Delaware corporation, EAZE CALIFORNIA LLC, a Delaware limited liability company; and DOES 1 through 25, Inclusive, will hereinafter collectively be referred to as “Defendants.”

12. At all times herein mentioned, Defendants ratified each and every act or omission complained herein.

13. Plaintiff further alleges that Defendants controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said defendant employers liable under the statutory provisions alleged herein.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

16. The proposed class consists of and is defined as follows:

All current and former hourly-paid or non-exempt employees who have been employed by Defendants within the State of California at any time during the period from four years prior to the filing of this Complaint to final judgment.

17. Plaintiff reserves the right to further establish subclasses as appropriate.

18. The class is ascertainable and there is a well-defined community of interest in the

litigation:

- a. Numerosity: The class members (and each subclass, if any) are so numerous that joinder of all class members would be unfeasible and impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each class member with whom they have a well-defined community or interest. Plaintiff's claims (or defenses, if any) are typical of all other class members' as demonstrated herein.
- c. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as alleged herein. Plaintiff's attorneys and the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: The nature of this action makes the use of class action adjudication superior to other available methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for the entire class.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this State frequently violate employment and labor laws. Current employees are often afraid to

1 assert their rights out of fear of direct or indirect retaliation. Former
2 employees are fearful of bringing actions because they believe their
3 former employers may damage their future endeavors through negative
4 references and/or other means. Class actions provide the class members
5 who are not named in the complaint with a type of anonymity that allows
6 for the vindication of their rights at the same time as their privacy is
7 protected.

8 19. There are common questions of law and fact as to the class members that
9 predominate over questions affecting only individual members, including but not limited to:

- 10 a. Whether Defendants violated the Labor Code by improperly converting
11 hours worked into fractions of hours resulting in underpayment of straight
12 time, minimum, and overtime wages.
- 13 b. Whether Defendants had a policy of failing to properly calculate and pay
14 all overtime wages owed;
- 15 c. Whether Defendants paid all wages owed upon discharge to class
16 members;
- 17 d. Whether Defendants' failure to pay wages, without abatement or
18 reduction, in accordance with the California Labor Code, was willful;
- 19 e. Whether Defendants had a corporate policy and practice of failing to pay
20 their hourly-paid or non-exempt employees within the State of California
21 for all hours worked, including missed, short, late, interrupted and/or
22 missed altogether meal periods and rest breaks in violation of California
23 law;
- 24 f. Whether Defendants required Plaintiff and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiff
27 and the other class members;
- 28 g. Whether Defendants deprived Plaintiff and the other class members of

meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

h. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

i. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

j. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;

k. Whether Defendants complied with wage reporting as required by the California Labor Code;

l. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code;

m. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

n. Whether Defendants' conduct was willful or reckless;

o. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and

q. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

20. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

////

FACTUAL ALLEGATIONS

21. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Santa Clara.

22. Defendants, jointly and severally, operate several warehouse fulfillment centers throughout California focusing on the sale and delivery of cannabis products to the general public.

23. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee beginning in January 13, 2025 at their warehouse fulfillment center located at 1365 N. 10th St., San Jose, California 95112 in the county of Santa Clara.

24. Defendants hired Plaintiff and the other class members and classified them as hourly-paid or non-exempt.

25. Defendants failed to compensate Plaintiff and the other class members for all hours worked, missed, short, late, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

27. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

28. Defendants continue to employ hourly-paid or non-exempt employees at its locations within the State of California.

29. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy of wage abuse against their hourly-paid or non-exempt employees within the State of California. This uniform policy involved, *inter alia*, failing to pay them for all hours worked, missed, short, late, and/or interrupted meal periods and rest breaks in violation of California law.

1 31. Plaintiff is informed and believes, and based thereon alleges, that at all material
2 times set forth herein, Defendants were advised by skilled lawyers and other professionals,
3 employees, and advisors knowledgeable about California and federal labor and wage law and
4 employment and personnel practices, and about the requirements of California and federal law.

5 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 certain wages for overtime compensation and that they were not receiving wages for overtime
8 compensation.

9 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 failed to provide Plaintiff and the other class members the required rest and meal periods during
11 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
12 thus they are entitled to any and all applicable penalties.

13 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
16 member's regular rate of pay when a meal period was missed, and they did not receive all meal
17 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
18 regular rate of pay when a meal period was missed.

19 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
22 member's regular rate of pay when a rest period was missed, and they did not receive all rest
23 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
24 regular rate of pay when a rest period was missed.

25 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 all wages owed to them upon discharge or resignation, including overtime, minimum wages,
28 meal and rest period premiums, and they did not, in fact, receive all such wages owed to them

1 at the time of their discharge or resignation.

2 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them during their employment. Plaintiff and the other class members did not
5 receive payment of all wages, including overtime and minimum wages and meal and rest period
6 premiums, within any time permissible under California Labor Code section 204.

7 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 complete and accurate wage statements in accordance with California law, however they did not
10 receive complete and accurate wage statements from Defendants. The deficiencies included,
11 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
12 members.

13 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
16 keep complete and accurate payroll records.

17 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to
19 reimbursement for necessary business-related expenses.

20 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiff and the other class
22 members pursuant to California law, and that Defendant had the financial ability to pay such
23 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
24 to Plaintiff and the other class members that they were properly denied wages, all in order to
25 increase Defendant's profits.

26 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
28 to him [or her] under this article."

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 43. Plaintiff incorporates by reference the allegations contained in paragraphs 1
4 through 39, and each and every part thereof with the same force and effect as though fully set
5 forth herein.

6 44. During the relevant time period, Defendants intentionally and willfully failed to
7 pay overtime wages owed to Plaintiff and the other class members, including failing to properly
8 calculating the overtime rate, during the time period(s) upon which Plaintiff and the other class
9 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
10 week.

11 45. Defendants' failure to pay Plaintiff and the other class members the unpaid
12 balance of overtime compensation, as required by California laws, violates the provisions of
13 California Labor Code sections 510 and 1198, and is therefore unlawful.

14 46. Such a pattern, practice and uniform administration of corporate policy regarding
15 illegal employee compensation as described herein is unlawful and creates an entitlement to
16 recovery by Plaintiff and the other class members the unpaid balance of the full amount of
17 overtime premiums owing, including interest thereon, penalties, attorneys' fees and costs of suit
18 pursuant to the mandate of California Labor Code section 1194.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 47. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 43, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 48. At all times herein set forth, the California IWC Order and California Labor Code
25 sections 226.7 and 512(a) were applicable to Plaintiff and the other class members employed by
26 Defendants.

27 49. At all times herein set forth, California Labor Code section 512(a) provides that
28 an employer may not require, cause, or permit an employee to work for a period of more than

1 five (5) hours per day without providing the employee with a meal period of not less than thirty
2 (3) minutes, except that if the total work period per day of the employee is not more than six (6)
3 hours, the meal period may be waived by mutual consent of both the employer and the employee.

4 50. During the relevant time period, Plaintiff and the other class members who were
5 scheduled to work for a period of time in excess of six (6) hours, and who did not waive their
6 legally-mandated meal periods by mutual consent, were required to work for periods longer than
7 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
8 rest period.

9 51. During the relevant time period, Defendants intentionally and willfully required
10 Plaintiff and the other class members to work during meal periods and failed to compensate
11 Plaintiff and the other class members the full meal period premium for work performed during
12 meal periods.

13 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 class members the full meal period premium due pursuant to California Labor Code section
15 226.7.

16 53. Defendants' conduct violates applicable IWC Wage Order and California Labor
17 Code sections 226.7 and 512(a).

18 54. Pursuant to applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employee's regular rate of compensation for each work day that
21 the meal or rest period is not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1
25 through 52, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 56. At all times herein set forth, the California IWC Order and California Labor Code
28 section 226.7 was applicable to Plaintiff and the other class members employed by Defendants.

57. At all times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

58. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

59. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

60. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

61. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

62. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

64. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of the applicable minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

////

65. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

66. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1.

67. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

68. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

70. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

71. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

72. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

////

73. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

76. As a result of the unlawful acts of Defendants, Plaintiff and the other class members have been deprived of regular wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

77. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

78. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

79. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

////

80. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

81. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

82. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

84. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

85. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

86. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

87. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set

512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

94. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

95. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

96. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences from four years preceding the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and

As to the First Cause of Action

4. For general unpaid wages;
5. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
6. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;

1 7. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
2 (g); and

3 8. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Second Cause of Action

5 9. For an award to Plaintiff and the other class members of one (1) hour of pay at
6 each employee's regular rate of compensation for each workday that a meal period was not
7 provided;

8 10. For all actual, consequential, and incidental losses and damages, according to
9 proof;

10 11. For premium wages pursuant to California Labor Code section 226.7(b);

11 12. For pre-judgment interest on any unpaid wages from the date such amounts were
12 due;

13 13. For reasonable attorneys' fees and costs of suit incurred herein;

14 14. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
15 (g); and

16 15. For such other and further relief as the court may deem equitable and appropriate.

17 As to the Third Cause of Action

18 16. For an award to Plaintiff and the other class members of one (1) hour of pay at
19 each employee's regular rate of compensation for each workday that a rest period was not
20 provided;

21 17. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 18. For premium wages pursuant to California Labor Code section 226.7(b);

24 19. For pre-judgment interest on any unpaid wages from the date such amounts
25 were due;

26 20. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
27 (g); and

28 21. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Causes of Action

22. For general unpaid wages;

23. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

24. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

25. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

26. For liquidated damages pursuant to California Labor Code section 1194.2;

27. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

28. For such other and further relief as the court may deem equitable and appropriate.

As to the Fifth Cause of Action

29. For all actual, consequential, and incidental losses and damages, according to proof;

30. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

31. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

32. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

33. For such other and further relief as the court may deem equitable and appropriate.

As to the Sixth Cause of Action

34. For all actual, consequential, and incidental losses and damages, according to proof;

35. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

1 36. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
2 (g); and

3 37. For such other and further relief as the court may deem equitable and appropriate.

4 As to the Seventh Cause of Action

5 38. For actual, consequential and incidental losses and damages, according to proof;

6 39. For statutory penalties pursuant to California Labor Code section 226(e);

7 40. For injunctive relief to ensure compliance with this section, pursuant to California
8 Labor Code section 226(g);

9 41. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
10 (g); and

11 42. For such other and further relief as the court may deem equitable and appropriate.

12 As to the Eighth Cause of Action

13 43. For actual, consequential and incidental losses and damages, according to proof;

14 44. For statutory penalties pursuant to California Labor Code section 1174.5; and

15 45. For such other and further relief as the court may deem equitable and appropriate.

16 As to the Ninth Cause of Action

17 46. For actual, consequential and incidental losses and damages, according to proof;

18 47. For the imposition of civil penalties and/or statutory penalties;

19 48. For reasonable attorneys' fees and costs of suit incurred herein;

20 49. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
21 (g); and

22 50. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Tenth Cause of Action

24 51. For restitution of unpaid wages to Plaintiff and all the other class members and
25 all pre-judgment interest from the day such amounts were due and payable;

26 52. For the appointment of a receiver to receive, manage and distribute any and all
27 funds disgorged from Defendants and determined to have been wrongfully acquired by
28 Defendants as a result of violation of California Business and Professions Code sections 17200,

1 et seq.;

2 53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Code of Civil Procedure section 1021.5;

4 54. For injunctive relief to ensure compliance with this section, pursuant to California
5 Business and Professions Code sections 17200, et seq.; and

6 55. For such other and further relief as the court may deem equitable and appropriate.

7
8 DATED: October 10, 2025

BOYAMIAN LAW, INC.

9
10 By:



Michael H. Boyamian
Attorneys for Plaintiff UHANE SANDAL
and All Others Similarly Situated

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial for all claims so triable.

14
15 DATED: October 10, 2025

BOYAMIAN LAW, INC.

16
17 By:



Michael H. Boyamian
Attorneys for Plaintiff UHANE SANDAL
And All Others Similarly Situated