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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12 UNLIMITED JURISDICTION

13 HILDA RUIZ, and NAYDA VILLALVAZO
14 on behalf of themselves and all others
15 similarly situated, and the general public,

16 *Plaintiffs,*

17 v.

18 EVENT MANAGEMENT ASSOCIATES, a
California corporation; and DOES 1 through
19 50, inclusive,

20 *Defendants.*

Case No. 25STCV33838

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Reimburse Business Expenses (Lab. Code § 2802)
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Violation of Cal. Labor Code § 2699 (Private Attorneys General Act)

JURY TRIAL DEMANDED

1 Plaintiffs HILDA RUIZ and NAYDA VILLALVAZO (“Plaintiffs”), individually and on
2 behalf of other members of the general public similarly situated, and on behalf of other aggrieved
3 employees pursuant to the Private Attorneys General Act, based upon facts that either have
4 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
5 further investigation and discovery, alleges as follows:

6 **INTRODUCTION**

7 1. Plaintiffs bring this Class and representative action against defendant Event
8 Management Associates (“Defendant”) and DOES 1 through 50, inclusive, (collectively referred to
9 as “Defendants”) for California Labor Code violations and penalties. As set forth below, Plaintiffs
10 allege that Defendants have

- 11 (1) failed to provide Plaintiffs and all other similarly situated individuals with meal
12 periods;
- 13 (2) failed to provide them with rest periods;
- 14 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 15 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
16 rate of pay;
- 17 (5) failed to pay them at least minimum wage for all hours worked;
- 18 (6) failed to pay them overtime wages at the correct rate;
- 19 (7) failed to pay them double time wages at the correct rate;
- 20 (8) failed to pay them overtime and/or double time wages by failing to include all
21 applicable remuneration in calculating the regular rate of pay;
- 22 (9) failed to pay them for all vested vacation pay;
- 23 (10) failed to reimburse them for all necessary business expenses;
- 24 (11) failed to provide them with accurate written wage statements; and
- 25 (12) failed to pay them all of their final wages following separation of employment.

26 Based on these alleged violations, Plaintiffs now bring this class and representative action to
27 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
28 themselves and all others similarly situated.

1 Plaintiffs' First through Seventh Causes of Action are brought on behalf of themselves and
2 a class as defined below. Plaintiffs' Eighth Cause of Action is brought as a representative action
3 on behalf of themselves and certain other current and former individuals who performed work for
4 Defendants as employees in California during the statutory period (hereinafter collectively referred
5 to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, et seq.
6 Plaintiffs are aggrieved employees against whom one or more of the alleged violations occurred.
7 The civil penalties sought by Plaintiffs exceed the minimal jurisdictional limits of the Superior
8 Court and will be established according to proof at trial.

9 **JURISDICTION AND VENUE**

10 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
11 by Plaintiffs from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the
12 State of California.

13 3. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§
14 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are
15 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
16 offices, transacts business, and/or has an agent therein.

17 **PARTIES**

18 4. Plaintiff HILDA RUIZ is and was, and at all relevant times mentioned herein, an
19 individual residing in the State of California.

20 5. Plaintiff NAYDA VILLALVAZO is and was, and at all relevant times mentioned
21 herein, an individual residing in the State of California.

22 6. Plaintiffs are informed and believe, and thereupon allege, that Event Management
23 Associates, is, and at all relevant times mentioned herein, an Ohio corporation doing business in
24 the State of California.

25 7. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
26 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
27 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
28 when ascertained. Plaintiffs are informed and believe, and thereupon allege, that each of the

1 fictitiously named defendants are responsible in some manner for the occurrences, acts and
2 omissions alleged herein and that Plaintiffs' alleged damages were proximately caused by these
3 defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names
4 and capacities of the DOE defendants when ascertained.

5 8. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
6 mentioned herein, some or all of the defendants were the representatives, agents, employees,
7 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
8 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
9 and scope of such relationship and with the full knowledge, consent, and ratification by such other
10 defendants.

11 9. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected
12 the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the
13 Class and the Aggrieved Employees so as to make each of said Defendants employers and
14 employers jointly liable under the statutory provisions set forth herein.

15 **JOINT LIABILITY ALLEGATIONS**

16 10. Plaintiffs are informed and believe and based thereon allege that all the times
17 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
18 representative, joint venture or co-conspirator of each of the other defendants, either actually or
19 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
20 employment, joint venture, and conspiracy.

21 11. Plaintiffs are informed and believe and based thereon allege that all the times
22 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
23 representative, joint venture or co-conspirator of each of the other defendants, either actually or
24 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
25 employment, joint venture, and conspiracy.

26 12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and
27 based thereon allege that Defendants, and each of them, are joint employers.

28 //

FACTUAL ALLEGATIONS

13. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs, Class Members, Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs, Class Members, and Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs, Class Members, and Aggrieved Employees. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

14. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiffs, Class Members, and Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs, Class Members and Aggrieved Employees. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

15. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs, Class Members and Aggrieved Employees or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

16. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendants have, at times, failed to authorize and permit Plaintiffs, Class Members, and
2 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
3 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
4 periods as required by California wage and hour laws. Defendants would also be liable for civil
5 penalties pursuant to Labor Code sections 558 and 2699.

6 17. For at least three (3) years prior to the filing of this action and continuing to the
7 present, Defendants have, at times, failed to pay Plaintiffs, Class Members, and Aggrieved
8 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
9 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
10 failing to pay overtime wages, minimum wages and premium wages. Defendants would also be
11 liable for civil penalties pursuant to Labor Code sections 558 and 2699.

12 18. For at least one (1) year prior to the filing of this Action and continuing to the
13 present, Defendants have, at times, failed to furnish Plaintiffs, Class Members, and Aggrieved
14 Employees, or some of them, with itemized wage statements that accurately reflect gross wages
15 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate; and other such
17 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
18 have further failed to furnish employees with an accurate calculation of gross and gross wages
19 earned, as well as gross and net wages paid. Defendants would also be liable for civil penalties
20 pursuant to Labor Code sections 226.3, 558 and 2699.

21 **CLASS ALLEGATIONS**

22 19. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
23 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
24 512, 558.1, 1194, 1194.2, 1197, 1197.1., 2802, and California Code of Regulations, Title 8, section
25 11050, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
26 rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related
27 expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

28 20. Plaintiffs, on their own behalf and on behalf of Class Members, pursuant to Business

1 and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting
2 Defendants from further violating the Labor Code and requiring the establishment of appropriate
3 and effective means to prevent further violations, as well as all monies owed but withheld and
4 retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution of
5 amounts owed.

6 21. This action has been brought and may be maintained as a class action pursuant to
7 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
8 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
9 unaware of any difficulties likely to be encountered in managing this case as a class action.

10 22. **Relevant Time Period:** The relevant time period is defined as the time period
11 beginning four years prior to the filing of this action until judgment is entered.

12 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing
13 agencies and/or any other third parties in hourly or non-exempt positions in California
during the **Relevant Time Period**.

14 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
15 in a shift in excess of five hours during the **Relevant Time Period**.

16 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
17 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
Period.

18 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
19 members employed by Defendants in California during the period beginning
one year before the filing of this action and ending when final judgment is
entered.

20 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
21 who separated from their employment with Defendants during the period
beginning three years before the filing of this action and ending when final
22 judgment is entered.

23 **Wage Theft Prevention Act Sub-Class:** All **Hourly Employee Class**
members who were not provided proper notices under Labor Code § 2810.5.

24 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
25 California during the **Relevant Time Period**.

26 **Expense Reimbursement Class:** All persons employed by Defendants in California
who incurred business expenses during the **Relevant Time Period**.

27 23. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserves the
28 right to amend or modify the class definitions with greater specificity by further division into sub-

1 classes and/or by limitation to particular issues.

2 24. **Numerosity**: The class members are so numerous that the individual joinder of each
3 individual class member is impractical. While Plaintiffs do not currently know the exact number of
4 class members, Plaintiffs are informed and believe, and thereupon allege, that the actual number
5 exceeds the minimum required for numerosity under California law.

6 25. **Commonality and Predominance**: Common questions of law and fact exist as to all
7 class members and predominate over any questions that affect only individual class members. These
8 common questions include, but are not limited to:

- 9 i. Whether Defendants maintained a policy or practice of failing to provide employees
10 with their meal periods;
- 11 ii. Whether Defendants maintained a policy or practice of failing to provide employees
12 with their rest periods;
- 13 iii. Whether Defendants failed to pay premium wages to class members when they have
14 not been provided with required meal and/or rest periods;
- 15 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
16 as a result of policies that fail to provide meal periods in accordance with California
17 law;
- 18 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
19 for all time worked;
- 20 vi. Whether Defendants used payroll formulas that systematically fail to account for
21 non-discretionary bonuses and/or other applicable remuneration when calculating
22 regular rates of pay for class members;
- 23 vii. Whether Defendants failed to pay overtime wages to class members as a result of
24 incorrectly calculating their regular rates of pay;
- 25 viii. Whether Defendants failed to pay premium wages to class members based on their
26 respective “regular rates of compensation” by not including commissions and/or
27 other applicable remuneration in calculating the rates at which those wages are paid;
- 28 ix. Whether Defendants failed to provide proportionate accruals for vested vacation time

- 1 for class members as required by California law;
- 2 x. Whether Defendants subjected the vacation time and/or floating holidays they offer
- 3 to class members to forfeiture;
- 4 xi. Whether Defendants failed to provide class members with accurate written wage
- 5 statements as a result of providing them with written wage statements with
- 6 inaccurate entries for, among other things, amounts of gross and net wages, and total
- 7 hours worked;
- 8 xii. Whether Defendants failed to reimburse class members for all necessary business
- 9 expenses incurred during the discharge of their duties;
- 10 xiii. Whether Defendants applied policies or practices that result in late and/or incomplete
- 11 final wage payments;
- 12 xiv. Whether Defendants are liable to class members for waiting time penalties under
- 13 Labor Code section 203;
- 14 xv. Whether class members are entitled to restitution of money or property that
- 15 Defendants may have acquired from them through unfair competition;
- 16 xvi. Whether Defendants' conduct was with malice, fraud, or oppression;
- 17 xvii. Whether Defendants' conduct was willful or reckless;
- 18 26. **Typicality:** Plaintiffs' claims are typical of the other class members' claims.

19 Plaintiffs are informed and believe, and thereupon allege, that Defendants have a policy or practice

20 of failing to comply with the Labor Code and Business and Professions Code as alleged in this

21 Complaint.

22 27. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in

23 that they have no interests that are adverse to or otherwise conflict with the interests of each other

24 and absent class members and are dedicated to vigorously prosecuting this action on their behalf.

25 Plaintiffs will fairly and adequately represent and protect the interests of the other class members.

26 28. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that

27 they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in

28 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on

1 behalf of Plaintiffs and absent class members.

2 29. **Superiority**: A class action is vastly superior to other available means for fair and
3 efficient adjudication of the class members' claims and would be beneficial to the parties and the
4 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
5 common claims simultaneously and efficiently in a single forum without the unnecessary
6 duplication of effort and expense that numerous individual actions would entail. In addition, the
7 monetary amounts due to many individual class members are likely to be relatively small and would
8 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
9 Moreover, a class action will serve an important public interest by permitting class members to
10 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
11 potential for inconsistent or contradictory judgments inherent in individual litigation.

12 **PAGA ALLEGATIONS**

13 30. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by
14 Defendants.

15 31. At all times herein set forth, PAGA provides that any provision of law under the
16 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
17 for violations of the California Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of themselves and other current or former
19 employees pursuant to procedures outlined in California Labor Code section 2699.3.

20 32. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
21 employee," who is any person that was employed by the alleged violator and against whom one or
22 more of the alleged violations was committed.

23 33. Plaintiffs were employed by Defendants and the alleged violations were committed
24 against them during their time of employment and they are, therefore, aggrieved employees.
25 Plaintiffs and the other employees are "Aggrieved Employees" as defined by California Labor Code
26 section 2699(c) in that they are all current or former employees of Defendants, and one or more of
27 the alleged violations were committed against them.

28 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved

employees, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.

Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

35. On December 3, 2025, Plaintiffs provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs have not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiffs’ notice.

36. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS COMMON TO ALL CAUSE S OF ACTION

37. Plaintiff HILDA RUIZ worked for Defendants as a Vendor and later Staff Manager in an hourly, non-exempt position from approximately September 2019 through her suspension on or around September 21, 2025.

38. Defendants provide in-seat vending management for stadiums, arenas, racetracks,

1 and concert venues. The company manages vendors who sell beer and concessions directly to fans
2 during sporting events, concerts, and live entertainment. Defendants operate at venues including
3 SoFi Stadium and the Rose Bowl

4 39. Plaintiff HILDA RUIZ began her employment with Defendant as a Vendor in
5 September 2019. Approximately one year later, Plaintiffs was promoted to Staff Manager without
6 any increase in compensation. Plaintiff HILDA RUIZ's job responsibilities included loading
7 refrigerators during weekday preparation shifts, checking in workers at events, distributing product
8 to those selling in stadium seating areas, providing card readers and access bracelets to personnel,
9 managing inventory counts, and inputting sales data into computer systems.

10 40. Plaintiff HILDA RUIZ worked primarily at the Rose Bowl and other Southern
11 California venues, with later assignments requiring travel to Colorado and Arizona. Her schedule
12 varied depending on events, typically working three to four days per week with shifts ranging from
13 nine to twelve hours. Plaintiffs reported directly to owner Tim Bateman. In exchange for
14 performing her job duties, Plaintiffs was compensated at an hourly rate of \$22.00 per hour.

15 41. Plaintiff NAYDA VILLALVAZO began her employment with Defendant as a Staff
16 Member in February 2022. Plaintiff NAYDA VILLALVAZO's job responsibilities included
17 cleaning stations, preparing and organizing beer for sale, vending churros, pretzels, and kettle corn
18 using the designated machines, preparing lemonade, working inside concession rooms and coolers,
19 unloading beer cases and distributing them to vendors, and walking throughout the stadium to sell
20 merchandise and concessions to patrons.

21 42. Defendants utilize and utilized, at all relevant times herein, a rounding practice that
22 is not and was not "fair and neutral" and that results and resulted in a failure to pay employees over
23 a period of time.

24 **Improper Rounding**

25 43. Plaintiffs are informed and believe, and thereupon allege, that Defendants have not,
26 did not, and do not keep records of actual hours worked by Plaintiffs, the Class, and the Aggrieved
27 Employees'. In the absence of records showing actual hours worked, Plaintiffs, the Class, and the
28 Aggrieved Employees' are unable to ascertain whether (1) Defendants' rounding practices comply

1 with California law; (2) whether Defendants' rounding practices resulted over a period of time, in
2 failure to compensate Plaintiffs, the Class, and the Aggrieved Employees' properly for all the time
3 they actually worked; and (3) whether Plaintiffs, the Class, and the Aggrieved Employees' were
4 properly paid for all hours worked.

5 **Off-the-Clock**

6 44. Throughout the time period involved in this case, Defendants regularly required
7 Plaintiffs, the Class, and the Aggrieved Employees to perform work off the clock or failed to pay
8 them for all hours worked, including overtime, as a result of maintaining no timekeeping system
9 and failing to accurately track and pay for all minutes actually worked.

10 45. Plaintiffs, the Class, and the Aggrieved Employees regularly performed work before
11 and after their scheduled work hours and were not paid for this time. Specifically, Plaintiffs, the
12 Class, and the Aggrieved Employees were required to arrive early to facilitate shift changes
13 between departing and arriving employees, review participant medication logs and care notes to
14 understand participant status and any incidents from prior shifts, and complete other pre-shift and
15 post-shift duties essential to providing proper care to participants.

16 46. Defendants were aware of this practice and directed, permitted, or otherwise
17 encouraged Plaintiffs, the Class, and the Aggrieved Employees to perform off-the-clock work.
18 Because Defendants maintained no timekeeping system for overnight shift employees and instead
19 relied on predetermined schedules, Defendants knew or should have known that employees were
20 working additional time beyond their scheduled shifts but systematically failed to compensate them
21 for this work.

22 47. As a result of Defendants' policies and practices, Plaintiffs, the Class, and the
23 Aggrieved Employees were not paid for all hours worked and all time spent under Defendants'
24 control.

25 **Missed Meal Periods**

26 48. Throughout the time period involved in this case, Defendants implemented policies
27 and/or practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees with
28 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class, and

1 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
2 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,
3 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable
4 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,
5 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
6 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
7 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10)
8 hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiffs, the
9 putative class.

10 49. Throughout the time period involved in this case, Defendants did not adequately
11 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods under
12 California law. Moreover, Defendants systematically disregarded their own written policies
13 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved
14 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
15 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
16 periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through their
17 meal periods and routinely failed to pay one additional hour of pay to Plaintiffs, the Class, and the
18 Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late,
19 and/or interrupted..

20 50. Throughout the time period involved in this case, Defendants failed to pay
21 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were
22 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
23 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
24 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
25 period was missed, short, late, and/or interrupted.

26 51. Notwithstanding this knowledge, Defendants routinely failed to provide legally
27 compliant meal periods to Plaintiffs, the Class, and the Aggrieved Employees and routinely failed
28 to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved Employees at their

1 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

2 **Day of Rest Violation**

3 52. Defendant also systematically violated California's day of rest requirements by
4 requiring Plaintiffs to work seven consecutive days without a scheduled day off. This pattern
5 occurred regularly throughout Plaintiffs' employment, forcing Plaintiffs to work extended periods
6 without legally mandated rest.

7 53. When venues hosted multi-day events including concerts, EDM festivals, boxing
8 matches, and other entertainment programs, Defendant scheduled Plaintiffs for consecutive shifts
9 without providing the mandatory day off. This pattern occurred regularly throughout Plaintiffs'
10 employment depending on event schedule.

11 **Missed Rest Periods**

12 54. Throughout the time period involved in this case, Defendants have implemented
13 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
14 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
15 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
16 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
17 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
18 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
19 work period.

20 55. Throughout the time period involved in this case, Defendants did not adequately
21 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
22 California law. Moreover, Defendants systematically disregarded their own written policies
23 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
24 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
25 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-
26 free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees' to
27 work through their rest periods.

28 56. Throughout the time period involved in this case, Defendants failed to pay
Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were

1 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
2 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all rest
3 periods or payment of one additional hour of pay at their regular rate of pay when a rest period was
4 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
5 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-free
6 rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved
7 Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

8 57. Throughout the time period involved in this case, Defendants regularly required
9 Plaintiffs, the Class, and the Aggrieved Employees to perform work off the clock or failed to pay
10 them for all hours worked, including overtime.

11 58. Throughout the time period involved in this case, Defendants implemented policies
12 that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the
13 actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved
14 Employees' all wages owed.

14 **Failure to Maintain Timekeeping Records**

15 59. Throughout the time period involved in this case, Defendants maintained no
16 timekeeping system whatsoever for overnight shift employees, including Plaintiffs, the Class, and
17 the Aggrieved Employees. Defendants relied solely on predetermined shift schedules to calculate
18 compensation without any mechanism to record actual time worked.

19 60. This complete absence of time records made it impossible for Plaintiffs, the Class,
20 and the Aggrieved Employees to verify the accuracy of their compensation or to calculate their
21 unpaid wages and premium payments. Defendants failed to maintain time records as required
22 under Labor Code section 1174, wage statements as required under Labor Code section 226, and
23 personnel records as required under Labor Code section 1198.5.

24 **Overtime and Regular Rate of Pay**

25 61. The regular rate of pay under California law includes all remuneration for
26 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
27 not limited to, commissions and non-discretionary bonuses.

28 62. Throughout the time period involved in this case, Plaintiffs, the Class, and the

1 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
2 week.

3 63. Throughout the time period involved in this case, Defendants regularly failed to pay
4 all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when they
5 worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work
6 week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single
7 work week. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
8 Employees were entitled to receive certain wages for overtime compensation and that they were
9 not receiving wages for overtime compensation.

10 64. Throughout the time period involved in this case, Defendants failed to pay overtime
11 to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked based on
12 regular rates of pay correctly calculated to include all applicable remuneration.

13 65. During the applicable limitations period, Defendants violated the rights of Plaintiffs,
14 the Class, and the Aggrieved Employees under the above-referenced Labor Code sections by
15 failing to pay them overtime wages for all overtime hours worked in violation of Labor Code §§
16 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all
17 applicable remuneration, including, but not limited to, non-discretionary bonuses and/or shift-
18 differential pay.

19 **Minimum Wage**

20 66. Throughout the time period involved in this case, Defendants regularly failed to pay
21 Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
22 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees
23 were entitled to receive at least minimum wages for all hours worked and that they were not
24 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
25 wages included, inter alia, failing to pay Plaintiffs, the Class, and the Aggrieved Employees at the
26 required minimum wage pursuant to California law.

27 67. Throughout the time period involved in this case, Defendants regularly failed to pay
28 Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge or

1 resignation. Defendant knew or should have known that Plaintiffs, the Class, and the Aggrieved
2 Employees were entitled to receive all wages owed to them upon termination within the time
3 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved
4 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
5 including overtime compensation and minimum wages within any time permissible under
6 California Labor Code section 202.

7
Expense Reimbursement

8 68. Throughout the time period involved in this case, Defendants failed to reimburse
9 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses.
10 Defendants knew or should have known that Defendants were required to reimburse Plaintiffs, the
11 Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in
12 fact, failed to do so in violation of California law.

13 69. Throughout Plaintiffs' employment, Defendant assigned Plaintiffs to work events out
14 of the state of California, but failed to compensate for travel time. Defendant scheduled return
15 flights for early morning hours around 5:00 AM or 6:00 AM but failed to provide hotel
16 accommodations, forcing Plaintiffs to remain in airport terminals overnight after events ended
17 around 11:00 PM or midnight without pay.

18 70. Upon arrival in California, Defendant immediately required Plaintiffs to report to
19 stadium venues and work additional shifts. These assignments created extended work periods
20 spanning multiple states without compensation for time spent in airports, on flights, or traveling
21 between locations. The systematic failure to compensate Plaintiffs for required travel time over
22 seven months constitutes clear violations of compensable work time requirements.

23 71. When Defendant assigned Plaintiffs to work events out-of-state requiring substantial
24 driving distances, Plaintiffs used their personal vehicle and incurred expenses for gas and vehicle
25 operation. Defendant required Plaintiffs to submit invoices for these business expenses, yet
26 regularly delayed payment for at least one month after invoice submission. These extended delays
27 forced Plaintiffs to finance company business operations with personal funds while waiting for
28 reimbursement that should have been provided promptly.

72. Plaintiffs, the Class, and the Aggrieved Employees were also required to use their personal cellular phones for work-related purposes, including communicating with vendors, checking in vendors, providing them with card readers and products, and inputting information on computers, without receiving reimbursement for these costs. The use of personal cellular phones was mandatory for performing job duties and maintaining communication with Defendants regarding event operations.

Wage Statements

73. Plaintiffs, the Class, and the Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226. Because Defendants maintained no time records for overnight shift employees and systematically failed to pay overtime wages, the wage statements issued to Plaintiffs, the Class, and the Aggrieved Employees necessarily failed to accurately reflect the hours worked by Plaintiffs, the Class, and the Aggrieved Employees' and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate.

74. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime, and “off-the-clock” work were not included.

75. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime, and “off-the-clock” work were not included.

76. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions” were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not included.

77. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime, and “off-the-clock” work were not included.

78. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each

hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime, and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiffs and Meal Period Sub-Class)

79. Plaintiffs incorporate by reference the preceding paragraphs as if fully alleged herein.

80. At all relevant times, Plaintiffs and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

81. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

82. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

83. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

84. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

85. Section 11 of the applicable Wage Order states:

“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of

1 the work prevents an employee from being relieved of all duty and when by
2 written agreement between the parties an on-the-job paid meal period is agreed
3 to. The written agreement shall state that the employee may, in writing, revoke
4 the agreement at any time.”

5 86. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
6 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**
7 members were not subject to valid on-duty meal period agreements with Defendants.

8 87. Plaintiffs alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
10 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
11 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

12 88. Plaintiffs alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of paying inadequate meal period premiums to Meal
14 Period Sub-Class members. Specifically, Defendant paid meal period premiums at a lower rate than
15 Plaintiffs’ regular rate of pay, in violation of Labor Code § 226.7(b). Moreover, when Plaintiffs
16 worked shifts exceeding twelve hours requiring two separate meal breaks, Defendant provided
17 premium payment for only one missed break per day despite denying both required meal periods.

18 89. Plaintiffs allege that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
20 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
21 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

22 90. Plaintiffs alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
24 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
25 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
26 Order.

27 91. Moreover, Defendants’ written policies do not provide that employees must take
28 their first meal period before the end of the fifth hour of work, that employees are entitled to a
second meal period if they work a shift of over ten hours, or that the second meal period must

1 commence before the end of the tenth hour of work, unless waived.

2 92. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
3 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
4 regular rates of pay when required meal periods were not provided.

5 93. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves
6 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
7 and costs of suit.

8 94. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
9 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and the **Meal**
10 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST PERIODS**

13 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

14 **(Against All Defendants)**

15 95. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

16 96. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been
17 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
18 Code and the applicable Wage Order.

19 97. Section 12 of the applicable Wage Order imposes an affirmative obligation on
20 employers to permit and authorize employees to take required rest periods at a rate of no less than
21 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
22 in the middle of each work period insofar as practicable.

23 98. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
24 from requiring employees to work during required rest periods and require employers to pay non-
25 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
26 workday that the employee is not provided with the required rest period(s).

27 99. Compensation for missed rest periods constitutes wages within the meaning of Labor
28 Code § 200.

100. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

101. Plaintiffs alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof, as required by the applicable Wage Order.

102. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

103. Specifically, Defendants written policies do not provide that employees may take a rest period for each four hours worked, or major fraction thereof, nor that rest periods should be taken in the middle of each work period insofar as practicable.

104. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

105. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Against All Defendants)

106. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

107. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

108. Section 2 of the applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

1 109. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
2 employees at least the minimum wage set forth therein for all hours worked, which consists of all
3 hours that an employer has actual or constructive knowledge that employees are working.

4 110. Labor Code § 1194 invalidates any agreement between an employer and an
5 employee to work for less than the minimum or overtime wage required under the applicable Wage
6 Order.

7 111. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
8 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
9 underlying unpaid minimum wages and interest thereon.

10 112. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
11 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
12 period.

13 113. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
14 person acting either individually or as an officer, agent, or employee of another person to pay an
15 employee, or cause an employee to be paid, less than the applicable minimum wage.

16 114. Labor Code § 1198 makes it unlawful for employers to employ employees under
17 conditions that violate the applicable Wage Order.

18 115. Labor Code § 204 requires employers to pay non-exempt employees their earned
19 wages for the normal work period at least twice during each calendar month on days the employer
20 designates in advance and to pay non-exempt employees their earned wages for labor performed in
21 excess of the normal work period by no later than the next regular payday.

22 116. Labor Code § 223 makes it unlawful for employers to pay their employees lower
23 wages than required by contract or statute while purporting to pay them legal wages.

24 117. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
25 non-exempt employees overtime wages of no less than one and one-half times the employees'
26 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
27 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
28 seventh consecutive day of one workweek.

1 118. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
2 pay non-exempt employees overtime wages of no less than two times the employees' respective
3 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
4 worked in excess of eight hours on a seventh consecutive workday during the workweek.

5 119. Plaintiffs are informed and believe that, at all relevant times, Defendants have
6 applied centrally devised policies and practices to her and **Hourly Employee Class** members with
7 respect to working conditions and compensation arrangements.

8 120. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**
9 **Employee Class** members for all time worked, including but not limited to, overtime hours at
10 statutory and/or agreed rates.

11 121. At all relevant times during the applicable limitations period, Defendants maintained
12 a policy or practice of automatically deducting one-half hour from Plaintiffs' wages on every
13 workday for a meal period, regardless of whether or not Plaintiffs were provided with a meal
14 period.

15 122. Plaintiffs are informed and believe that, at all relevant times during the applicable
16 limitations period, Defendants maintained a policy or practice of automatically deducting one-half
17 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
18 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

19 123. As a result of Defendants' policy or practice of automatically deducting one-half
20 hour from employees' timecards for every workday for a meal period, Plaintiffs and **Hourly**
21 **Employee Class** members were required to perform off-the-clock work that Defendants either
22 knew or should have known they were working.

23 124. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs for all time
24 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
25 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiffs for all
26 overtime hours worked.

27 125. Plaintiffs are informed and believe that, at all relevant times during the applicable
28 limitations period, Defendants maintained a policy or practice of not paying hourly wages to

1 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
2 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

3 126. During the relevant time period, Defendants failed to pay Plaintiffs and **Hourly**
4 **Employee Class** members all earned wages every pay period at the correct rates, including
5 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiffs and
6 **Hourly Employee Class** members to perform off-the-clock work.

7 127. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
8 members have suffered damages in an amount subject to proof, to the extent they were not paid the
9 full amount of wages earned during each pay period during the applicable limitations period,
10 including overtime wages.

11 128. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
12 behalf of themselves and **Hourly Employee Class** members, seeks to recover unpaid straight time
13 and overtime wages, interest thereon, and costs of suit.

14 129. The regular rate of pay under California law includes all remuneration for
15 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
16 limited to, shift differential pay.

17 130. During the applicable limitations period, Defendants violated the rights of Plaintiffs
18 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
19 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
20 and 1198 by not correctly calculating their regular rate of pay to include all applicable
21 remuneration, including but not limited to, shift differential pay.

22 131. California law uses the terms "compensation" and "pay" interchangeably and
23 requires that all applicable remuneration be included when calculating an employee's regular rate of
24 pay.

25 132. At all relevant times, Defendants paid Plaintiffs premium wages based on a rate of
26 compensation that did not reflect, among other things, shift differential pay, as required by Labor
27 Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants
28 paid her premium wages in lieu of meal and/or rest periods.

1 133. Plaintiffs are informed and believe, and thereupon allege, that, at all relevant times
2 during the applicable limitations period, Defendants maintained a policy or practice of paying
3 **Hourly Employee Class** members premium wages based on rates of compensation that have not
4 reflected shift differential pay as required by Labor Code § 226.7(b) and §§ 11 and 12 of the
5 applicable Wage Order on the occasions when Defendants paid them premium wages in lieu of
6 meal and/or rest periods.

7 134. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
8 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Hourly**
9 **Employee Class** members, seeks to recover reasonable attorneys' fees.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

12 **(Lab. Code § 226)**

13 **(Against All Defendants)**

14 135. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

15 136. Labor Code § 226(a) states:

16 An employer, semimonthly or at the time of each payment of wages, shall furnish to
17 his or her employee, either as a detachable part of the check, draft, or voucher paying
18 the employee's wages, or separately if wages are paid by personal check or cash, an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee, except as provided in subdivision (j), (3) the number of
21 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
22 rate basis, (4) all deductions, provided that all deductions made on written orders of
23 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the
25 employee and only the last four digits of his or her social security number or an
26 employee identification number other than a social security number, (8) the name and
27 address of the legal entity that is the employer and, if the employer is a farm labor
28 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of pay and the total
hours worked for each temporary services assignment. The deductions made from
payment of wages shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.

1 137. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize
2 the “detachable part of the check” provision and the “accurate itemized statement in writing”
3 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
4 employee retains the right to elect to receive a written paper stub or record and that those who are
5 provided with electronic wage statements retain the ability to easily access the information and
6 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
7 Letter July 6, 2006.)

8 138. Plaintiffs are informed and believe that, at all relevant times during the applicable
9 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
10 members with written wage statements as described above.

11 139. Plaintiffs are informed and believe that Defendants’ failure to provide her and **Wage**
12 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
13 that Defendants had the ability to provide them with accurate wage statements but had intentionally
14 provided them with written wage statements that Defendants knew do not comply with Labor Code
15 § 226(a).

16 140. Plaintiffs and **Wage Statement Penalties Sub-Class** members have suffered
17 injuries, in that Defendants have violated Plaintiffs’ and **Wage Statement Penalties Sub-Class**
18 members’ legal rights to receive accurate wage statements and have misled them about their actual
19 rates of pay and wages earned. In addition, inaccurate information on their wage statements have
20 prevented immediate challenges to Defendants’ unlawful pay practices, has required discovery and
21 mathematical computations to determine the amount of wages owed, has caused difficulty and
22 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
23 inaccurate information about wages and deductions to federal and state government agencies.

24 141. Pursuant to Labor Code § 226(e), Plaintiffs, on behalf of themselves and **Wage**
25 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
26 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
27 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
28 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class

1 member.

2 142. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
3 the common fund doctrine, Plaintiffs, on behalf of themselves and **Wage Statement Penalties Sub-**
4 **Class** members, seek awards of reasonable attorneys' fees and costs.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code § 2802)**

8 **(Against All Defendants)**

9 143. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

10 144. Labor Code section 2802(a) states:

11 An employer shall indemnify his or her employee for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her
13 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

14 145. At all relevant times during the applicable limitations period, Plaintiffs and the
15 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs.

16 146. Plaintiffs are informed and believe and thereupon allege that the reimbursement paid
17 by Defendants was insufficient to indemnify Plaintiffs for all necessary expenses incurred in the
18 discharge of their duties.

19 147. Plaintiffs are informed and believe and thereupon alleges that the reimbursement
20 paid by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
21 necessary business expenses incurred in the discharge of their duties.

22 148. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
23 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

24 149. Section 9 of the applicable Wage Order states:

25 When uniforms are required by the employer to be worn by the employee as a
26 condition of employment, such uniforms shall be provided and maintained by the
27 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
design or color.

28 150. At all relevant times during the applicable limitations period, Defendants required

1 Plaintiffs and the **Expense Reimbursement Class** members to pay for expenses and/or losses
2 caused by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiffs and
3 **Expense Reimbursement Class** members for all such expenditures.

4 151. At all relevant times during the applicable limitations period, Defendants required
5 Plaintiffs and **Expense Reimbursement Class** members to purchase and maintain uniforms and
6 apparel unique to Defendants at plaintiffs' and **Expense Reimbursement Class** members' expense.
7 Defendants failed to indemnify Plaintiffs and **Expense Reimbursement Class** members for all such
8 expenditures.

9 152. Plaintiffs are informed and believe that, during the applicable limitations period,
10 Defendants maintained a policy or practice of not reimbursing Plaintiffs and **Expense**
11 **Reimbursement Class** members for all necessary business expenses.

12 153. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
13 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
14 original Complaint and until the date of entry of judgment.

15 154. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class** members,
16 seeks interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees
17 pursuant to Code of Civil Procedure § 1021.5.

18 SIXTH CAUSE OF ACTION

19 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

20 **(Lab. Code §§ 201–203)**

21 **(Against All Defendants)**

22 155. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

23 156. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members
24 have been entitled, upon the end of their employment with Defendants, to timely payment of all
25 wages earned and unpaid before termination or resignation.

26 157. At all relevant times, pursuant to Labor Code § 201, employees who have been
27 discharged have been entitled to payment of all final wages immediately upon termination.

28 158. At all relevant times, pursuant to Labor Code § 202, employees who have resigned

1 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
2 all final wages at the time of resignation.

3 159. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
4 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
5 all final wages within seventy-two (72) hours' of giving notice of resignation.

6 160. During the applicable limitations period, Defendants failed to pay Plaintiffs all of her
7 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

8 161. Plaintiffs are informed and believe that, at all relevant times during the applicable
9 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
10 members all of their final wages in accordance with the Labor Code.

11 162. Plaintiffs are informed and believe that, at all relevant times during the applicable
12 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
13 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
14 §§ 201 or 202 by failing to timely pay them all final wages.

15 163. Plaintiffs are informed and believe and thereupon alleges that Defendants' failure to
16 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
17 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
18 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
19 requirements.

20 164. Pursuant to Labor Code §§ 203 and 218.6, Plaintiffs, on behalf of themselves and
21 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective
22 dates that their final wages had first become due until paid, up to a maximum of thirty days, and
23 interest thereon.

24 165. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
25 benefit doctrine and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting**
26 **Time Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

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1 175. At all relevant times, Plaintiffs and **UCL Class** members have been non-exempt
2 employees and entitled to the full protections of both the Labor Code and the applicable Wage
3 Order.

4 176. Defendants' unlawful conduct as alleged in this Complaint amounts to and
5 constitutes unfair competition within the meaning of Business and Professions Code section 17200
6 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
7 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
8 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of themselves and
9 on behalf of similarly situated persons in a class-action proceeding.

10 177. As a result of Defendants' violations of the Labor Code during the applicable
11 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the
12 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of
13 Defendants' conduct.

14 178. Plaintiffs are informed and believe that other similarly situated persons have been
15 subject to the same unlawful policies or practices of Defendants.

16 179. Due to the unfair and unlawful business practices in violation of the Labor Code,
17 Defendants have gained a competitive advantage over other comparable companies doing business
18 in the State of California that comply with their legal obligations.

19 180. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
20 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
21 that violates, or is considered unlawful under, any other state or federal law.

22 181. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
23 Plaintiffs requests the issuance of temporary, preliminary, and permanent injunctive relief
24 enjoining Defendants, and each of them, and their agents and employees, from further violations of
25 the Labor Code and applicable Industrial Welfare Commission Wage Orders, and upon a final
26 hearing, an order permanently enjoining Defendants, and each of them, and their respective agents
27 and employees, from further violations of the Labor Code and applicable Industrial Welfare
28 Commission Wage Orders.

1 182. Pursuant to Business and Professions Code § 17203, Plaintiffs, on behalf of
2 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies
3 rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its
4 unlawful and unfair business practices.

5 183. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
6 the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover reasonable
7 attorneys' fees in connection with their unfair competition claims.

8 **EIGHTH CAUSE OF ACTION**

9 **Violation of California Labor Code § 2699, Et Seq. ("Private Attorneys General Act")**
10 **(Against All Defendants)**

11 184. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 185. PAGA expressly establishes that any provision of the California Labor Code which
14 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
15 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
16 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
17 herself, and other current or former employees.

18 186. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
19 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
20 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
21 penalty.

22 187. Plaintiffs and the other hourly-paid or non-exempt employees or individuals who
23 performed work for Defendant during the statutory period are "aggrieved employees" as defined by
24 California Labor Code section 2699(c) in that they are all current or former employees of
25 Defendant, and one or more of the alleged violations was committed against them. As set forth in
26 detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiffs
27 and the Aggrieved Employees to violations of California Labor Codes by:

28 //

1 **Failing to Pay Overtime**

2 188. Defendants' failure to pay legally required overtime wages to Plaintiffs and the other
3 Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
4 prohibited by California Labor Code sections 510 and 1198.

5 **Failing to Provide Meal Periods**

6 189. Defendants' failure to provide legally required meal periods to Plaintiffs and the
7 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
8 activity prohibited by California Labor Code sections 226.7 and 512(a).

9 **Failure to Provide Rest Periods**

10 190. Defendants' failure to provide legally required rest periods to Plaintiffs and the other
11 Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
12 prohibited by California Labor Code section 226.7.

13 **Failure to Pay Minimum Wages**

14 191. Defendants' failure to pay legally required minimum wages to Plaintiffs and the
15 other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful or unfair
16 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

17 **Failure to Timely Pay Wages Upon Termination**

18 192. Defendants' failure to timely pay wages to Plaintiffs and the other Aggrieved
19 Employees upon termination in accordance with Labor Code sections 201 and 202, constitutes
20 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

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

22 193. Defendants' failure to timely pay wages to Plaintiffs and the other Aggrieved
23 Employees during employment in accordance with Labor Code section 204 constitutes unlawful
24 and/or unfair activity prohibited by California Labor Code section 204.

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

26 194. Defendants' failure to provide complete and accurate wage statements to Plaintiffs
27 and the other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes
28 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

1 **Failure to Keep Complete and Accurate Payroll Records**

2 195. Defendants' failure to keep complete and accurate payroll records relating to
3 Plaintiffs and the other Aggrieved Employees in accordance with California Labor Code section
4 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
5 1174(d).

6 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

7 196. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for
8 necessary business-related expenses and costs in accordance with California Labor Code sections
9 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
10 sections 2800 and 2802.

11 197. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on
12 behalf of all Aggrieved Employees, request and are entitled to recover from Defendants and each of
13 them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
14 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
15 penalties against Defendants, and each of them, including but not limited to:

16 198. Penalties under California Labor Code section 2699 in the amount of a hundred
17 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
18 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

19 199. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the
20 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation,
21 and one hundred dollars (\$100) for each subsequent violation; and

22 200. Penalties under California Labor Code section 210 in addition to, and entirely
23 independent and apart from, any other penalty provided in the California Labor Code in the amount
24 of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
25 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
26 violation; and

27 201. Any and all additional penalties and sums as provided by the California Labor Code
28 and/or other statutes.

202. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (65%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (35%) to the aggrieved employees.

203. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

204. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code section 2699.3. On December 3, 2025, Plaintiffs, through her counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendant, notified Defendant and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and theories to support the violations, and of Plaintiffs’ intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiffs’ notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiffs be appointed class representatives;
- (3) An order that counsel for Plaintiffs be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;

- 1 (7) Restitution;
- 2 (8) Declaratory relief;
- 3 (9) Pre-judgment interest;
- 4 (10) Statutory penalties;
- 5 (11) For civil penalties and wages as permitted by law pursuant to California
- 6 Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys’
- 7 fees for violation of California Labor Code sections 201, 202, 203, 204,
- 8 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800
- 9 and 2802;
- 10 (12) Costs of suit;
- 11 (13) Reasonable attorneys’ fees; and
- 12 (14) Such other relief as the Court deems just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs, on behalf of themselves, all others similarly situated, and the general public,

15 hereby demand a jury trial on all issues so triable.

16

17 Dated: April 6, 2026

**BLUESTONE LAW & DOMB RAUCHWERGER
LLP**

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23 ROTEM TAMIR
ZACK DOMB
DEVIN RAUCHWERGER
24 Attorney for Plaintiffs
HILDA RUIZ and NAYDA VILLALVAZO

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**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, 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; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is brenda@dombrauchwerger.com.

On April 6, 2026, I served the foregoing document(s) entitled:

• FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Bifoss, Bailey K.
Seyfarth Shaw LLP
560 Mission St, Ste 3100
San Francisco, CA 94105-2930
bbifoss@seyfarth.com

Attorneys for Defendant,
Event Management Associates.

Rotem Tamir, Esq.
Bluestone Law
7008 Owensmouth Ave.
Canoga Park, CA 91303
rotem@bluestone.law

Attorneys for Plaintiffs,
Hilda Ruiz and Nayda Villalvazo

☐ [by MAIL] - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☒ [by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

☐ [by PERSONAL SERVICE] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed April 6, 2026, at Sacramento County, California.

Brenda Camargo

Print Name

By:

Brenda Camargo
Signature