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

ALISSA M. YBARRA, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

E.M. THOMAS MANAGEMENT, INC.; and
 DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV33996

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT FOR:**

- 1) **Failure to Pay All Minimum Wages**
 (Labor Code §§ 1182.12, 1194,
 1194.2, 1197);
- 2) **Failure to Pay All Overtime Wages**
 (Labor Code §§ 204, 510, 1194 and
 1198);
- 3) **Meal Period Violations** (Labor Code
 §§ 226.7, 512, and 558);
- 4) **Rest Period Violations** (Labor Code
 §§ 226.7, 516, and 558);
- 5) **Wage Statement Violations** (Labor
 Code § 226 *et seq.*);
- 6) **Failure to Reimburse Employees for
 Necessary Business Expenses** (Labor
 Code §§ 2802 and 2804);
- 7) **Unfair Competition** (Bus. & Prof.
 Code § 17200 *et seq.*); and
- 8) **Civil Penalties and Public Injunctive
 Relief under the Private Attorneys
 General Act** (Labor Code § 2698 *et
 seq.*)

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**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

1 Plaintiff Alissa M. Ybarra (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant E.M. Thomas Management, Inc.; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. This proposed class and representative action, brought pursuant to California Code of
7 Civil Procedure § 382, seeks unpaid minimum and overtime wages, meal and rest period premium
8 pay, statutory penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiff’s
9 action is brought under California Labor Code §§ 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7,
10 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800,
11 2802, and 2804, California Business & Professions Code §§ 17200 *et seq.*, and the Industrial Welfare
12 Commission Wage Order No. 5 (“Wage Order 5”), in addition to seeking declaratory relief and
13 restitution.

14 **JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
17 otherwise intentionally avail themselves to the California market so as to render the exercise of
18 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
19 substantial justice.

20 3. Venue in this County is proper under California Business & Professions Code § 17203
21 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
22 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
23 substantial business in this County, and/or Defendants’ liability arose in this County.

24 **PARTIES**

25 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
28 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,

1 lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§
2 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802,
3 2804, Business & Professions Code § 17200 *et seq.*, and Wage Order 5, which sets employment
4 standards for the public housekeeping industry.

5 5. Defendant E.M. Thomas Management, Inc. is a California corporation. Plaintiff is
6 informed and believes, and based thereon alleges, that during the time period relevant to this action,
7 Defendants did (and do) business by owning and operating KFC franchise locations throughout
8 California, including in Los Angeles County.

9 6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
10 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
11 of the members of the Classes (as defined below).

12 7. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
13 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
14 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
15 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
16 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
17 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
18 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
19 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
20 deemed to include all DOE Defendants.

21 8. At all times herein mentioned, each of said Defendants participated in the doing of the
22 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
23 and each of them, were the agents, servants, and employees of each and every one of the other
24 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
25 within the course and scope of said agency and employment. Defendants, and each of them, approved
26 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
27 herein.

28 9. At all times mentioned herein, Defendants, and each of them, were members of and

1 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope
2 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
3 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
4 below).

5 **GENERAL FACTUAL ALLEGATIONS**

6 10. Defendants did (and do) business by owning and operating KFC franchise locations
7 throughout California, including in Los Angeles County. Plaintiff has worked at one of Defendants'
8 KFC locations in the non-exempt position of "Shift Supervisor" (or other similarly titled position)
9 from approximately September 2023 through the present. Plaintiff's primary job duties include
10 restocking frozen foods, delegating tasks to other employees, and maintaining all money in the cash
11 registers.

12 11. Defendants' practices and policies deprived Plaintiff and other non-exempt employees
13 of minimum and overtime wages. Defendants required Plaintiff and other non-exempt employees to
14 complete work-related tasks off the clock, such as donning and doffing, communicating with
15 Defendants' management and supervisors (including Defendants' district manager), working through
16 meal periods as a result of work demands, and closing/end-of-shift duties (*e.g.*, counting the money in
17 the register, washing dishes, cleaning the kitchen, restocking, and updating time tags). Due to
18 Defendants' timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and
19 other non-exempt employees were not compensated for all required minimum and overtime wages.

20 12. Defendants failed to provide Plaintiff and other non-exempt employees with all legally
21 compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late
22 (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
23 On those occasions when Plaintiff and other non-exempt employees were able to take a meal period,
24 Plaintiff and other non-exempt employees were unable to commence their meal periods until after the
25 completion of five hours of work due to work demands and understaffing. Plaintiff's meal periods
26 were also cut short as Plaintiff and other non-exempt employees were regularly interrupted with
27 emergent work issues and expected to respond during their meal periods. Further, on occasions when
28 Plaintiff and other non-exempt employees were provided meal periods, and as a result of Defendants'

1 understaffing of managerial employees and verbal warnings from Defendants' management and
2 supervisors to not permit non-managerial employees to work in the kitchen without a managerial
3 employee present, Defendants required Plaintiff and other non-exempt employees to keep a
4 communication device on their person to communicate with other employees at all times, in violation
5 of *Augustus v. ABM Security Svcs., Inc.* (2016) 2 Cal.5th 257. *Id.*, at 269 (“[O]ne cannot square the
6 practice of compelling employees to remain at the ready, **tethered by time and policy to**
7 **particular...communications devices**, with the requirement to relieve employees of all work duties
8 and employer control.”) (emphasis added). As such, Defendants failed to relinquish control over how
9 Plaintiff and other non-exempt employees spent their meal periods. As a result of Defendants' meal
10 period practices and policies, Plaintiff and other non-exempt employees were not provided with all
11 lawful meal periods to which they were entitled. On occasions when Plaintiff and other non-exempt
12 employees were not provided with all lawful meal periods to which they were entitled, Defendants
13 failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at the
14 regular rate of pay for each workday in which a meal period violation occurred, as required by Labor
15 Code § 226.7. Upon information and belief, for at least a portion of the relevant time period,
16 Defendants failed to maintain any pay code or other mechanism for the payment of meal period
17 premiums when they failed to authorize and permit Plaintiff with legally compliant meal periods.

18 13. Plaintiff and other non-exempt employees were not authorized and permitted to take a
19 duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
20 Defendants' rest period policies/practices. For example, Plaintiff took a rest period during her shift
21 and Defendants' district manager gave her a verbal warning for taking the rest period. Following this
22 incident, Plaintiff understood that Defendants did not authorize and permit rest periods. Further, even
23 if Plaintiff and other non-exempt employees were ever able to take a rest period, which Plaintiff alleges
24 they were not, Defendants required Plaintiff and other non-exempt employees to carry and be
25 responsive to their communication devices at all times while on duty (as set forth above) in violation
26 of *Augustus. Id.*, 2 Cal.5th at 269 (“[O]ne cannot square the practice of compelling employees to
27 remain at the ready, **tethered by time and policy to particular...communications devices**, with the
28 requirement to relieve employees of all work duties and employer control during 10-minute rest

1 periods.”) (emphasis added). As such, Defendants failed to relinquish control over how Plaintiff and
2 other non-exempt employees spent their rest periods. As a result of Defendants’ meal period practices
3 and policies, Plaintiff and other non-exempt employees were not provided with all lawful rest periods
4 to which they were entitled. On occasions when Plaintiff and other non-exempt employees were not
5 provided with all lawful rest periods to which they were entitled, Defendants failed to pay Plaintiff
6 and other non-exempt employees an additional hour of premium pay at the regular rate of pay for each
7 workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon
8 information and belief, for at least a portion of the relevant time period, Defendants failed to maintain
9 any pay code or other mechanism for the payment of rest period premiums when they failed to
10 authorize and permit Plaintiff with legally compliant rest periods.

11 14. Defendants also required Plaintiff and other non-exempt employees to provide their
12 own supplies necessary to perform their job duties without reimbursing them for these necessary
13 business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to use
14 their personal cell phones to communicate throughout the day with supervisors (including Defendants’
15 district manager) about their work duties. Upon information and belief, Defendants never reimbursed
16 Plaintiff and other non-exempt employees for a reasonable portion of their cellular phone expenses,
17 as mandated by *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor
18 Code § 2802.

19 15. As a result of Defendants’ failure to pay minimum wages, overtime wages, and meal
20 and rest period premium wages owed, Defendants also maintained inaccurate payroll records and
21 issued inaccurate wage statements to Plaintiff and other non-exempt employees.

22 **CLASS ACTION ALLEGATIONS**

23 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
24 Classes pursuant to Code of Civil Procedure § 382:

- 25 a. The Minimum Wage Class consists of all of Defendants’ current and former non-exempt
26 employees in California who were subject to Defendants’ timekeeping policies and/or
27 practices for non-exempt employees, during the four years immediately preceding the
28 filing of this action through the present.

- 1 b. The Overtime Class consists of all Defendants' current and former non-exempt
2 employees in California who worked more than 8.0 hours per day and/or 40.0 hours per
3 workweek and were subject to Defendants' timekeeping policies and/or practices for non-
4 exempt employees, during the four years immediately preceding the filing of this action
5 through the present.
- 6 c. The Meal Period Class consists of all Defendants' current and former non-exempt
7 employees in California who worked at least one shift in excess of 5.0 hours during the
8 four years immediately preceding the filing of this action through the present.
- 9 d. The Rest Period Class consists of all Defendants' current and former non-exempt
10 employees in California who worked at least one shift in excess of 3.5 hours, during the
11 four years immediately preceding the filing of this action through the present.
- 12 e. The Reimbursement Class consists of all Defendants' current and former non-exempt
13 employees in California who were who were subject to Defendants' reimbursement
14 policies/practices, during the four years immediately preceding the filing of this action
15 through the present.
- 16 f. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class,
17 Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of
18 Defendants' current and former non-exempt employees in California who were paid in
19 cash for work performed, who received a wage statement from Defendants during the one
20 year immediately preceding the filing of this action through the present.

21 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
22 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
23 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
24 greater than one hundred (100) individuals. The identity of such membership is readily ascertainable
25 via inspection of Defendants' employment records.

26 18. **Common Questions of Law and Fact Predominate/Well Defined Community of**
27 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
28 non-exempt employees, which predominate over questions affecting only individual members

1 including, without limitation to:

- 2 a. Whether Defendants paid all minimum wages owed for all hours worked to members of
- 3 the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- 4 b. Whether Defendants violated the applicable Labor Code provisions, including, but not
- 5 limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform
- 6 overtime work and not paying for said work in accordance with the overtime laws of the
- 7 State of California;
- 8 c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly
- 9 compensate members of the Minimum Wage Class and/or Overtime Class;
- 10 d. Whether Defendants provided all legally compliant meal periods to members of the Meal
- 11 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 12 e. Whether Defendants authorized and permitted all lawful rest periods to members of the
- 13 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 14 f. Whether Defendants correctly paid meal and/or rest period premium payments for non-
- 15 compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
- 16 g. Whether Defendants failed to reimburse members of the Reimbursement Class for all
- 17 necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
- 18 h. Whether Defendants furnished legally compliant wage statements to members of the
- 19 Wage Statement Class pursuant to Labor Code § 226.

20 19. **Predominance of Common Questions:** Common questions of law and fact
21 predominate over questions that affect only individual members of the Classes. The common questions
22 of law set forth above are numerous and substantial and stem from Defendants' policies and/or
23 practices applicable to each individual class member, such as Defendants' uniform timeclock
24 policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As
25 such, common questions predominate over individual questions concerning each individual class
26 member's showing as to their eligibility for recovery or as to the amount of their damages.

27 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff
28 was employed by Defendants as a non-exempt employee in California during the statute(s) of

1 limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff,
2 like the members of the Classes, was deprived of all minimum and overtime wages owed, was not
3 provided all required meal periods, was not authorized and permitted to take all required rest periods,
4 did not receive meal and rest period premium wages at her regular rate of pay for missed or non-
5 compliant meal and rest periods, was not reimbursed for all necessary business expenses, and was not
6 provided with accurate, itemized wage statements.

7 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
8 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
9 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
10 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
11 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

12 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
13 important public interest in establishing minimum working conditions and standards in California.
14 These laws and labor standards protect the average working employee from exploitation by employers
15 who have the responsibility to follow the laws and who may seek to take advantage of superior
16 economic and bargaining power in setting onerous terms and conditions of employment. The nature
17 of this action and the format of laws available to Plaintiff and members of the Classes make the class
18 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
19 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
20 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
21 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
22 each member of the Classes to pursue an individual remedy would also discourage the assertion of
23 lawful claims by employees who would be disinclined to file an action against their former and/or
24 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
25 subsequent employment. Further, the prosecution of separate actions by the individual class members,
26 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would establish
28 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect

1 to individual class members which would, as a practical matter, be dispositive of the interest of the
2 other class members not parties to adjudications or which would substantially impair or impede the
3 ability of the class members to protect their interests. Further, the claims of the individual members of
4 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
5 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
6 maintainable as a Class under Code of Civil Procedure § 382.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL MINIMUM WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 24. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
12 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
13 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
14 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
15 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
16 accrued thereon.

17 25. At all relevant times herein, Defendants failed to conform their pay practices to the
18 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
19 hours worked including, but not limited to, all hours they were subject to the control of Defendants
20 and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

21 26. California Labor Code § 1198 makes unlawful the employment of an employee under
22 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
23 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
24 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
25 due and interest thereon.

26 27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
27 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
28 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover

1 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
2 violations of the California Labor Code and Wage Order 5.

3 28. The foregoing practices and policies are unlawful and create an entitlement to recovery
4 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
5 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
6 attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and
7 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

8 29. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
9 conduct described herein, have committed an "intentional theft of wages in an amount greater than
10 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
11 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
12 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
13 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to
14 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
15 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
16 Penal Code § 496(c).

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(AGAINST ALL DEFENDANTS)**

20 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
22 which provides that non-exempt employees are entitled to all overtime wages and compensation for
23 all overtime hours worked and provide a private right of action for the failure to pay all overtime
24 compensation for overtime work performed.

25 32. At all times relevant herein, Defendants were required to properly compensate non-
26 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
27 worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an
28 employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for

1 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.
2 Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of
3 the Overtime Class with one and one-half times their regular rate of pay for such hours.

4 33. The foregoing policies and practices are unlawful and create an entitlement to recovery
5 by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime
6 premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
7 according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil
8 Procedure § 1021.5.

9 34. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
10 conduct described herein, have committed an "intentional theft of wages in an amount greater than
11 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
12 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
13 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
14 the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the
15 Overtime Class under the law. Thus, Plaintiff and members of the Overtime Class are entitled to treble
16 damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

17 **THIRD CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
22 their affirmative obligation to provide all of their non-exempt employees in California, including
23 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
24 with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants'
25 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal
26 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
27 210, 226.7, and 512.

28 37. As a result, Defendants are responsible for paying premium compensation for meal

1 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest
2 thereon, statutory penalties, civil penalties, and costs of suit.

3 38. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
4 conduct described herein, have committed an “intentional theft of wages in an amount greater than
5 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
6 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
7 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
8 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
9 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
10 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
11 496(c).

12 **FOURTH CAUSE OF ACTION**

13 **REST PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 40. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
17 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
18 major fraction thereof.

19 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of
20 the Rest Period Class to take all required rest periods.

21 42. The foregoing violations create an entitlement to recovery by Plaintiff and members of
22 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
23 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7,
24 516, and Civil Code §§ 3287(b) and 3289.

25 43. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
26 conduct described herein, have committed an “intentional theft of wages in an amount greater than
27 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
28 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within

1 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
2 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
3 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to
4 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
5 496(c).

6 **FIFTH CAUSE OF ACTION**
7 **WAGE STATEMENT VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and
12 members of the Wage Statement Class with accurate and complete, itemized wage statements that
13 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
14 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
15 that is the employer in violation of Labor Code §§ 226 *et seq.*

16 46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with
17 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
18 among other things, the non-payment of minimum and overtime wages and meal and rest period
19 premium wages owed, and deprived them of the information necessary to identify the discrepancies
20 in Defendants' reported data.

21 47. Defendants' failures create an entitlement to recovery by Plaintiff and members of the
22 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
23 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
24 according to California Labor Code §§ 226 *et seq.*

25 **SIXTH CAUSE OF ACTION**
26 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES**
27 **(AGAINST ALL DEFENDANTS)**

28 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 49. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
2 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
3 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer.”

5 50. At all times relevant herein, Defendants were subject to Labor Code § 2804, which
6 states that “any contract or agreement, express or implied, made by any employee to waive the benefits
7 of this article or any part thereof, is null and void, and this article shall not deprive any employee or
8 his personal representative of any right or remedy to which he is entitled under the laws of this State.”

9 51. As alleged herein, due to Defendants’ unlawful reimbursement practices, Defendants
10 failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business
11 expenses incurred, including, among other things, personal cell phone usage and tools.

12 52. As a proximate result of Defendants’ policies and/or practices in violation of Labor
13 Code §§ 2802, 2804, and Wage Order 5, Plaintiff and members of the Reimbursement Class are
14 entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown
15 according to proof at trial, pursuant to Labor Code § 2802.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

19 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 54. Defendants have engaged and continue to engage in unfair and/or unlawful business
21 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst
22 other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to
23 pay all required meal and rest period premium wages owed; failing to reimburse for all necessary
24 business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage
25 statements.

26 55. Defendants’ utilization of these unfair and/or unlawful business practices deprived
27 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
28 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

1 Defendants' competitors who have been and/or are currently employing workers and attempting to do
2 so in honest compliance with applicable wage and hour laws.

3 56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
4 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
5 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
6 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 57. The acts complained of herein occurred within the last four years immediately
8 preceding the filing this action.

9 58. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
11 Defendants' current non-exempt employees, and to enforce important rights affecting the public
12 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
13 entitled to recover under Code of Civil Procedure § 1021.5.

14 **EIGHTH CAUSE OF ACTION**

15 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
16 **ATTORNEYS GENERAL ACT**
17 **(AGAINST ALL DEFENDANTS)**

18 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 60. Defendants have committed several Labor Code violations against Plaintiff, members
20 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
21 of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
22 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
23 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
24 Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
25 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
26 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
27 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
28 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial

1 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
2 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
3 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
4 violation and \$200 for each subsequent violation per employee per pay period for those violations of
5 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
6 violations:

- 7 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
8 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
9 1194.2, 1197, and 1198;
- 10 b. Failing to pay all earned overtime compensation to Plaintiff, the Overtime Class, and
11 other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 c. Failing to provide all legally required meal periods, and failure to pay meal period
13 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the
14 regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 15 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
16 period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees
17 at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and
18 1198;
- 19 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees
20 with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 21 f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice
22 during each calendar month in violation of Labor Code § 204; and
- 23 g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees
24 in violation of Labor Code §§ 558, 1174, and 1198.

25 61. On November 18, 2025, Plaintiff notified Defendants via certified mail, and notified
26 the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
27 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under
28 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code

1 identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying
2 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends
3 to investigate the violations, Plaintiff has exhausted the administrative requirements for bringing a
4 claim under the Private Attorneys General Act with respect to these violations.

5 62. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
6 Employees, as defined by Labor Code § 2699(c).

7 63. Plaintiff was compelled to retain the services of counsel to file this court action to
8 protect her interests and the interests of other aggrieved employees, and to assess and collect the civil
9 penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is
10 entitled to receive under California Labor Code § 2699(g).

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
13 this suit is brought against Defendants, as follows:

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes;
- 16 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 17 4. For compensatory damages;
- 18 5. For such general, economic, and/or special damages;
- 19 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 20 7. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
21 487m;
- 22 8. For statutory penalties to the extent permitted by law, including pursuant to the Labor
23 Code and Wage Order 5;
- 24 9. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
25 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
26 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
27 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
28 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial

1 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
2 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
3 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
4 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
5 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
6 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
7 Labor Code violations identified in the PAGA Cause of Action;

8 10. For public injunctive relief pursuant to Labor Code §§ 2698 *et seq.*;

9 11. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
10 Code § 1194 and Code of Civil Procedure § 1021.5;

11 12. For restitution to Plaintiff and Class Members of all money and property unlawfully
12 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
13 Professions Code §§ 17200 *et seq.*;

14 13. For an order requiring Defendants to restore and disgorge all funds to each employee
15 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
16 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

17 14. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
18 and Civil Code §§ 3287 and 3289;

19 15. A declaratory judgment that the practices complained of herein are unlawful under
20 California law; and

21 16. For such other and further relief, the Court may deem just and proper.

22
23 Dated: January 22, 2026

Respectfully submitted,
MANAHAN O'DELL LLP / HAINES LAW GROUP,
APC

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25
26 By: Shaheen Anthony Etemadi

Shaheen Anthony Etemadi
Attorneys for Plaintiff

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Dated: January 22, 2026

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff