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and on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – NORTH COUNTY

ELIZABETH MOREHOUSE,
individually, and on behalf of herself and
all others similarly situated,

Plaintiff,

v.

HYATT CORPORATION dba THE
SEABIRD OCEAN RESORT & SPA, a
Delaware corporation; HYATT
CORPORATION dba MISSION
PACIFIC BEACH RESORT, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- 1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- 2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- 3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- 4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- 5) Violation of Cal. Labor Code § 204 (Failure to Timely Pay Wages During Employment)
- 6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate And Itemized Wage Statements)
- 7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- 8) Violation of Cal. Labor Code §§ 351 (Unpaid Gratuities)
- 9) Violation of Cal. Labor Code §§ 353 (Failure to Maintain Accurate

Gratuity Records)

- 10) Violation of Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition)**
- 11) Violation of Cal. Labor Code § 98.6 and 1102.5 (Retaliation for Asserting Labor Code Rights)**
- 12) Violation of Cal. Labor Code § 1102.5 (Retaliation Against Whistleblowers)**
- 13) Wrongful Retaliation in Violation of Public Policy (Tameny Claim)**

DEMAND FOR JURY TRIAL

Plaintiff ELIZABETH MOREHOUSE (“Plaintiff”), individually, and on behalf of herself and all others similarly situated, asserts claims against defendants HYATT CORPORATION dba THE SEABIRD OCEAN RESORT & SPA, HYATT CORPORATION dba MISSION PACIFIC BEACH RESORT, and DOES 1 through 50, inclusive (collectively “Defendants”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-exempt employees, however titled, in the State of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit and whose job duties did not consist of over 50% administrative, executive or professional duties (collectively referred to as the “Class” or “Class Members” or “Non-Exempt Employees”).

2. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as “the liability period(s)”) – Defendants consistently maintained and enforced against Class Members unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and overtime; failing to lawfully

1 provide meal and rest periods; failing to pay one (1) hour of pay at the employee's regular rate of
2 pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately
3 pay overtime; failing to reimburse necessary expenses; failing to provide accurate itemized wage
4 statements; and failing to keep accurate records.

5 3. Defendants implemented uniform policies and practices that deprived Plaintiff and
6 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
7 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

8 4. Such actions and policies, as described above and further herein, were and continue
9 to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class
10 Members, bring this action pursuant to the California Labor Code, including sections 201, 202,
11 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195,
12 1197, 1198, 2802, IWC California Wage Orders, including, but not limited to, Wage Order 5-2001,
13 and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid
14 meal and rest period compensation, penalties, liquidated damages, and reasonable attorneys' fees
15 and costs.

16 5. Plaintiff, on behalf of herself and other similarly situated Class Members, pursuant
17 to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants
18 for their failure to pay to Plaintiff and Class Members all of their wages, including overtime,
19 premium wages and gratuities.

20 **JURISDICTION AND VENUE**

21 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
22 Class Member employees of Defendants pursuant to California Code of Civ. Proc. Section 382.
23 The monetary damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits
24 of the California Superior Court and will be established according to proof at trial.

25 7. This Court has jurisdiction over this action pursuant to the California Constitution
26 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
27 those given by statute to other courts. The statutes under which this action is brought do not give
28 jurisdiction to any other court.

8. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

9. This Court has jurisdiction over Defendants because, upon information and belief, Defendants reside(s) in California, has sufficient minimum contacts in California, or otherwise intentionally avails themselves of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice. Defendants have done and are doing business throughout California.

10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Class Members within San Diego County and it is believed that Defendants have employed over one hundred Class Members as Non-Exempt Employees throughout the state.

11. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in San Diego County, and the acts or omissions alleged herein took place in San Diego County.

PARTIES

13. Plaintiff Elizabeth MoreHouse is and during the liability period has been, a resident of San Diego County, California.

14. Plaintiff was employed in an hourly, non-exempt position by Defendants during the relevant time period.

15. HYATT CORPORATION dba THE SEABIRD OCEAN RESORT & SPA, was and

1 is a Delaware Corporation, and all times hereinafter mentioned, an employer whose employees are
2 engaged throughout this county and the State of California. Hyatt Corporation's headquarters are
3 located at 150 North Riverside Plaza, 14th Floor, Legal Department, Chicago, IL 60606.

4 16. Upon information and belief, Hyatt Corporation manages and operates The Seabird
5 Ocean Resort & Spa ("The Seabird"), which is located at 101 Mission Ave, Oceanside Beach,
6 California, United States, 92054, on behalf of the property owner and oversees the hotel's day-to-
7 day operations, including supervision of personnel and control over employment policies
8 applicable to workers at the resort.

9 17. HYATT CORPORATION dba MISSION PACIFIC BEACH RESORT, was and is
10 a Delaware Corporation, and all times hereinafter mentioned, an employer whose employees are
11 engaged throughout this county and the State of California.

12 18. Upon information and belief, Hyatt Corporation is the hotel-management entity
13 responsible for operating the Mission Pacific Beach Resort ("Mission Pacific"), which is located at
14 201 N. Myers St., Oceanside, California, United States, 92054, under the JdV by Hyatt brand,
15 exercising control over working conditions, labor policies, and staffing at the property.

16 19. Whenever in this Complaint reference is made to any act, deed, or conduct of
17 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
18 one (1) or more of Defendants' officers, directors, agents, employees, or representatives, who was
19 actively engaged in the management, direction, control, or transaction of the ordinary business and
20 affairs of Defendants.

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

26 21. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
27 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
28 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided

1 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
2 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
3 liability of the Defendants as alleged herein.

4 22. Plaintiff is further informed and believes, and thereon alleges, that at all times
5 material herein, each Defendant was completely dominated and controlled by its Co-Defendants
6 and each was the alter ego of the other. Whenever and wherever reference is made in this Complaint
7 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
8 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
9 Whenever and wherever reference is made to individuals who are not named as Defendants in this
10 Complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
11 acted on behalf of Defendants named in this Complaint within the scope of their respective
12 employments.

13 **FACTUAL ALLEGATIONS**

14 23. During the relevant time frame, Defendants compensated Plaintiff and the Class
15 Members based upon an hourly wage.

16 24. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
17 non-exempt employees within the meaning of the California Labor Code, and the implementing
18 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
19 the IWC Wage Orders and the California Labor Code.

20 25. Plaintiff has been employed as an hourly Non-Exempt Employee in the position of
21 Waitress from approximately July 3, 2021 through present. Plaintiff provides hospitality services
22 at The Seabird Ocean Resort & Spa, a Destination by Hyatt Hotel (hereinafter referred to as “The
23 Seabird”) in Oceanside, CA. The exact address of The Seabird is 101 Mission Ave, Oceanside, CA
24 92054.

25 26. Upon information and belief, Plaintiff and other members of the putative class were
26 routinely assigned, directed, or permitted to perform work at both The Seabird and the Mission
27 Pacific during the liability period. When either property experienced staffing shortages or
28 operational demands, non-exempt service employees - including servers, bartenders, food-runners,

1 bar-backs, hosts, and similar roles - were regularly sent to the sister property to cover shifts, assist
2 with service, or support events. Defendants jointly coordinated scheduling, deployment,
3 supervision, and labor needs across the two hotels, demonstrating that Plaintiff and the putative
4 class were shared employees subject to the unified control, direction, and employment policies of
5 the Hyatt entities and their associated operating companies.

6 27. The members of the putative class were Non-Exempt Employees of Defendants
7 working in service positions or similar positions at Hyatt locations, including, but not limited to,
8 The Seabird and Mission Pacific, throughout the state of California within the liability period.

9 28. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
10 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
11 requirements of California's wage and employment laws.

12 29. Plaintiff was originally hired to work five days a week for eight (8) hours per day,
13 totaling forty (40) hours per week. Defendants hired more employees after Plaintiff was hired, and
14 Plaintiff's schedule changed to five (5) days per week, where she would work six (6) hour shifts,
15 usually totaling thirty (30) hours a week. Plaintiff would at times work in excess of ten (10) hours
16 on the occasion that there was an event at The Seabird and thus a higher demand of staff.

17 30. Plaintiff was compensated at an hourly rate of \$16.85 per hour. Plaintiff received
18 gratuities in the forms of tips. These tips were received in four (4) categories: (1) Cash tips ("Cash
19 Tips"), (2) Pooled tips by room ("Room Tips"), (3) Pooled tips by event ("Event Tips"), and (4)
20 Pooled tips by credit card ("Credit Card Tips").

21 31. Defendants permitted and exercised a pooled tip system ("Pooled Tip System" or
22 "Tip Pool"). However, contrary to California law, while maintaining this Pooled Tip System,
23 Defendants failed to reasonably define the participants of the Tip Pool and their portion of
24 compensation from the Tip Pool. Therefore, Plaintiff and Class Member's were unable to see how
25 they were compensated from the Tip Pool corresponding to the days and hours which they that
26 worked.

27 32. Due to the above specifications, Defendants failed to provide accurate tip payment
28 to Plaintiff and Class Members similarly situated, in part due to the fact that Defendants failed to

1 both generate and provide accurate gratuity records including the full pooled revenue from tips, as
2 well as the tip distribution breakdown in correspondence with hours worked.

3 33. On information and belief, Defendants failed to install or maintain cameras or other
4 adequate security measures monitoring the cash registers, which allowed cash tips to be taken
5 without detection. As a result of this lack of oversight, Plaintiff and Class Members were deprived
6 of gratuities that should have been properly recorded, safeguarded, and distributed to them.

7 34. Furthermore, Defendants often failed to provide Plaintiff with accurate and itemized
8 wage statements. On occasion, the Kronos timeclock they used to clock in would break, and
9 Plaintiff and Class Members would need to clock-in on a timeclock sheet in a binder (“Binder”).
10 However, the pay corresponding to these hours was often not uploaded into the payroll system by
11 the managers and therefore Plaintiff and Class Members were not compensated for all hours
12 worked. On the occasion that Plaintiff and Class members were compensated for the hours noted
13 in the Binder, they were not paid gratuities out of the Tip Pool for the hours noted in the Binder.

14 35. On numerous occasions, Plaintiff reported to management and HR that she was
15 underpaid in her wage statement. Plaintiff requested a breakdown of the tip distribution, in order to
16 confirm she was paid for the hours she noted in the Binder.

17 36. When reporting her concerns to Management and HR, Plaintiff was met with
18 dismissive comments such as “we will get to it” and “it’s too complicated to put together, sorry”.

19 37. Further, Plaintiff was not paid the gratuities earned from guests she served at the
20 firepits located at The Seabird. Plaintiff was deprived of these gratuities after Defendants
21 implemented and relied upon a defective firepit ordering and tracking system (“Firepit System”),
22 which failed to properly attribute gratuities to the servers who provided the services.

23 38. Said Firepit System allowed for tables (up to 6 people) to have a flat rate charge of
24 \$200.00. There was an automatic 20% service charge, resulting in \$40.00 in gratuities owed to
25 Plaintiff and Class Members per firepit. Plaintiff and Class Members, on information and belief,
26 has not received gratuities from these firepits to date.

27 39. Plaintiff again reported her concerns to management and HR, asking for proof that
28 she was receiving the gratuities from these firepit tables. Plaintiff was again met with similar

1 dismissive comments as laid forth above. Plaintiff and Class Members, on information and belief,
2 have still not been compensated for gratuities accrued through firepits.

3 40. Furthermore, upon raising concerns of unpaid wages and gratuities to management
4 and HR, Plaintiff was retaliated against on several occasions, including but not limited to being
5 taken off work shifts and being taken off the schedule for events held at The Seabird, resulting in
6 loss of wages and further loss of gratuities.

7 41. All Class Members, including Plaintiff, are similarly situated in that they are all
8 subject to Defendants' uniform policies and systemic practices as specified herein.

9 42. Plaintiff and Class Members are non-exempt employees performing work in the
10 state of California and are thus protected by the laws laid forth in the California Labor Code. These
11 laws include, but are not limited to, overtime pay at one and one-half (1.5) times the employee's
12 regular rate, payments corresponding with the minimum wage requirements, meal breaks, rest
13 breaks, and double-time pay at two (2) times the employees regular rate of pay.

14 43. Indeed, during the relevant time, as a consequence of Defendants' staffing and
15 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
16 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally compliant
17 uninterrupted 30-minute meal periods on shifts over five (5) hours and second meal periods on
18 shifts over ten (10) hours as required by law.

19 44. On information and belief, Plaintiff and Class Members did not waive their rights to
20 meal periods under the law.

21 45. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
22 periods.

23 46. Despite the above-mentioned meal period violations, Defendants failed to
24 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one (1)
25 additional hour of pay at their regular rate as required by California law when meal periods were
26 not timely or lawfully provided in a compliant manner.

27 47. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Class Members were

1 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
2 were not receiving such compensation.

3 48. In addition, during the relevant time frame, Plaintiff and the Class Members were
4 systematically not authorized and permitted to take one net ten-minute paid, rest period for every
5 four (4) hours worked or major fraction thereof, which is a violation of the Labor Code and IWC
6 Wage Order.

7 49. Defendants maintained and enforced scheduling practices, policies, and imposed
8 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
9 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
10 requisite rest periods were not timely authorized and permitted.

11 50. Despite the above-mentioned rest period violations, Defendants did not compensate
12 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
13 their regular rate as required by California law, including Labor Code section 226.7 and the
14 applicable IWC Wage Order 5-2001, for each day on which lawful rest periods were not authorized
15 and permitted.

16 51. Furthermore, Plaintiff and the Class Members were additionally not properly
17 compensated for all hours worked, in part because they were frequently required to attend employee
18 meetings where employees often were not compensated in full, if at all, for time spent at meetings.
19 On occasion, these meetings were on days when Plaintiff and Class Members were not scheduled
20 to work, and on occasion fell on the seventh consecutive day of work in one workweek. Plaintiff
21 and Class Members were further not paid double-time at their regular rate for attending these
22 required meetings on the seventh consecutive day of the workweek.

23 52. Defendants failed to properly calculate Plaintiff's and the Class Members' regular
24 rate of pay because Defendants failed to include all forms of compensation in the regular rate
25 including gratuity, bonuses, incentives, commissions, and other compensation.

26 53. Moreover, Plaintiff and the Class Members were required to incur necessary
27 expenses in the discharge of their duties, including without limitation cellular phone expenses and
28 uniform purchasing and cleaning expenses, but were not reimbursed for such necessary expenses.

1 54. On information and belief, these unlawful practices were the result of poor
2 management and scheduling policies which subjected plaintiff and Class Member's to off-the-clock
3 work, and further resulted in Plaintiff and Class Members being denied required overtime pay and
4 minimum wage payments, thus placing Defendants in further violation of the California Labor
5 Code.

6 55. Defendants also failed to provide accurate, lawful itemized wage statements to
7 Plaintiff and the Class Members in part because of the above specified violations. In addition, upon
8 information and belief, Defendants omitted an accurate itemization of total hours worked, the
9 applicable hourly rates, the number of hours worked at each rate, the name and address of the legal
10 entity that is the employer, gross pay and net pay figures from Plaintiff and the Class Members'
11 wage statements. Such actions were and continue to be in violation of the California Labor Code
12 and applicable IWC Wage Orders.

13 56. Defendants have also made it difficult to determine applicable hourly rates of pay,
14 total hours worked, and account with precision for the unlawfully withheld wages, gratuity and
15 deductions due to be paid to Class Members, including Plaintiff, during the liability period because
16 they did not implement and preserve a lawful record-keeping method to record all hours worked,
17 meal periods, and non-provided rest and meal periods owed to employees as required for Class
18 Members by 29 U.S.C. section 211(c), California Labor Code sections 226 and 532, and applicable
19 California Wage Orders.

20 57. Plaintiff and the Class Members are covered by applicable California IWC Wage
21 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
22 section 11000 *et seq.*

23 58. Plaintiff repeatedly engaged in protected activity by making good-faith complaints
24 to management and Human Resources regarding significant wage-and-hour violations, including
25 missing gratuities, inaccuracies in the tip pool, missing hours from payroll, inconsistent or
26 fabricated service charge data, failure to pay firepit gratuities, cash-tip discrepancies, scheduler
27 manipulation, and lack of transparency in the Evention system.

28 59. Plaintiff complained directly to supervisors, including Benny, Mario, Gaelle, and

1 Alyssa and to Human Resources representatives including Hortensia Beltran. Plaintiff also
2 communicated her concerns in writing, including through emails, text messages, and verbal reports
3 to managers and HR, often requesting supporting documentation and breakdowns of tip
4 distribution.

5 60. Plaintiff expressly notified management that she was not being paid all gratuities
6 owed, including missing cash tips, missing Event Tips, and missing firepit service-charge gratuities.
7 She also complained that Defendants' "binder" system and cash handling procedures resulted in
8 repeated pay shortages, including cash shortages identified by management. These concerns were
9 documented repeatedly and contemporaneously.

10 61. On or around September 22, 2025, Plaintiff requested personnel and payroll records
11 pursuant to California Labor Code section 226. After Defendants received this request, Plaintiff
12 discovered that her access to the Evention system was disabled the following day, September 23,
13 2025, without explanation. This was confirmed by an email notification stating her Evention
14 password had been changed by management or a supervisor, even though Plaintiff had not
15 requested any change.

16 62. Plaintiff complained that disabling her Evention access was retaliatory and impeded
17 her ability to track her own gratuities. Defendants offered no legitimate explanation for removing
18 her access.

19 63. Prior to complaining, Plaintiff had consistent access to Evention and used it to track
20 her pay and tip allocations. After she raised concerns and her counsel sent the records request, she
21 was immediately locked out, further depriving her of transparency.

22 64. After raising concerns about firepit gratuities and requesting proof she had been
23 paid, managers repeatedly ignored or dismissed her requests. Plaintiff was told statements such as
24 "we will get to it," "it's too complicated," and other evasive comments indicating management had
25 no intention of providing her records. These dismissive comments continued even after multiple
26 documented reports.

27 65. Plaintiff also reported that newly implemented firepit systems failed to attribute
28 gratuities to servers, and that despite collecting a mandatory 20% service charge on \$200 firepit

1 reservations, she and other servers were not receiving the corresponding gratuities. She reported
2 these discrepancies to Benny and HR, who refused to provide proof of payment or any breakdowns.

3 66. After Plaintiff complained, Defendants removed her from shifts at the Shore Room
4 and reassigned her to the Shelter Club, which was known to produce significantly less tip income.
5 Plaintiff did not request this change and was given inconsistent explanations about why she had
6 been removed from her usual high-earning section.

7 67. Defendants also removed Plaintiff from high-earning event shifts and from the
8 restaurant's upscale clientele, directly impacting her income and representing a material adverse
9 action. These removals occurred shortly after Plaintiff raised concerns regarding unpaid gratuities
10 and missing cash tips.

11 68. On September 25, 2025, Plaintiff was also removed from Evention records used to
12 track employee hours, payroll, and tips. Her manager later told her this was due to "restructuring,"
13 but no restructuring explanation was ever provided. Plaintiff reasonably believed this to be
14 retaliatory given the timing and the lack of changes affecting any other employees.

15 69. Plaintiff also discovered that while she was removed from shifts, management
16 simultaneously approved scheduling additional rooftop employees from Mission Pacific instead of
17 allowing Plaintiff to work her regular hours. This occurred within days of Plaintiff's complaints
18 about tip irregularities and lack of transparency.

19 70. After Plaintiff complained again to Benny and HR regarding missing firepit
20 gratuities, managers began increasing surveillance and scrutiny of her work, including requiring
21 her to justify her hours, her cash handling, and her tip totals, even though other employees were not
22 subjected to similar treatment.

23 71. Plaintiff was repeatedly called into closed-door meetings without explanation and
24 without being advised of her right to representation. These "meetings" typically occurred shortly
25 after Plaintiff engaged in protected activity. Plaintiff was pressured into responding on the spot and
26 was not permitted to review documentation before being questioned.

27 72. Plaintiff was subjected to increased hostility, including avoidance, dismissive
28 treatment, and managers refusing to respond to her concerns in writing. Management

1 communicated through subordinates instead of addressing Plaintiff directly, further creating an
2 intimidating environment.

3 73. By October and November 2025, after Plaintiff made several documented
4 complaints, Plaintiff's schedule underwent further adverse changes. She was scheduled
5 inconsistently, cut early, and excluded from key shifts, including those with higher tip potential.
6 Schedules confirm inconsistent and reduced hours surrounding her complaints.

7 74. Plaintiff's sales nearly always exceeded her co-workers', and management admitted
8 internally that Plaintiff was one of the strongest servers. Nevertheless, retaliation escalated each
9 time she raised concerns about missing tips or pay discrepancies. Management continued to reduce
10 her access, increase scrutiny, and refuse to respond to written requests for payroll records.

11 75. On information and belief, these adverse actions—including shift removal, income
12 loss, Evention lockout, scheduling manipulation, and false or exaggerated performance
13 criticisms—were taken because Plaintiff engaged in protected activity regarding wage and gratuity
14 violations.

15 76. As a result of Defendants' retaliatory acts, Plaintiff suffered lost wages, diminished
16 gratuity earnings, emotional distress, and physical stress (including neck and back strain).

17 77. Defendants' conduct would dissuade a reasonable employee from engaging in
18 protected activity, including requesting pay records, reporting wage violations, or complaining of
19 missing gratuities, and therefore constitutes unlawful retaliation under California law.

20 **CLASS ACTION ALLEGATIONS**

21 78. Plaintiff brings this action on her own behalf, as well as on behalf of each and every
22 other person similarly situated, and thus, seeks class certification under California Code of Civil
23 Procedure §382.

24 79. All claims alleged herein arise under California law for which Plaintiff seeks relief
25 as authorized by California law.

26 80. The **proposed class** is comprised of and defined as: **All persons currently or**
27 **formerly employed by Defendants, directly or indirectly, as non-exempt employees, however**
28 **titled, throughout the state of California within four (4) years prior to the filing of the**

1 **Complaint in this action until the resolution of this lawsuit. (Hereinafter collectively referred**
2 **to as the “Class” or “Class Members”).**

3 81. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
4 are composed of Class Members satisfying the following definitions:

5 a. All Class Members who were not paid at least minimum wage for all hours
6 worked (collectively **“Minimum Wage Subclass”**);

7 b. All Class Members who were not accurately paid overtime for hours worked
8 over eight in a day or over forty in a workweek (collectively **“Overtime Subclass”**);

9 c. All Class Members who worked more than five (5) hours in a workday and
10 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
11 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
12 thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

13 d. All Class Members who worked more than ten (10) hours in a workday and
14 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
15 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
16 thereof (hereinafter collectively referred to as the **“Second Meal Period Subclass”**);

17 e. All Class Members who worked more than three and a half hours in a
18 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
19 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
20 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred
21 to as the **“Rest Period Subclass”**);

22 f. All Class Members who were not provided with accurate and complete
23 itemized wage statements (hereinafter collectively referred to as the **“Inaccurate Wage Statement**
24 **Subclass”**);

25 g. All Class Members who were not reimbursed for all necessary expenditures
26 (hereinafter collectively referred to as **“Indemnification Subclass”**).

27 h. All Class Members who were not accurately paid owed gratuities
28 (hereinafter collectively referred to as **“Gratuities Subclass”**).

1 i. All Class Members who were not provided with accurate gratuity records
2 (hereinafter collectively referred to as “**Inaccurate Gratuity Records Subclass**”).

3 j. All Class Members who were employed by Defendants and subject to
4 Defendants’ Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
5 **Practices Subclass**”).

6 82. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
7 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
8 or if it should be deemed necessary by the Court or to further divide the Class Members into
9 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
10 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

11 83. As set forth in further detail below, this action has been brought and may properly
12 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
13 because there is a well-defined community of interest in the litigation, and the proposed Class and
14 Subclasses are easily ascertainable through Defendants’ records.

15 a. Numerosity: The members of the Class and Subclasses are so numerous that
16 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
17 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
18 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
19 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants’
20 employment records would provide information as to the number and location of all Class
21 Members. Joinder of all members of the proposed Class is not practicable.

22 b. The proposed class is easily ascertainable. The number and identity of the
23 Class Members are determinable from Defendants’ payroll records and time records for each class
24 member.

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

- 1 1) Whether Defendants were required to pay Class Members for hours worked
2 during “shift change”;
- 3 2) Whether Defendants paid Class Members at least minimum wage for all
4 hours worked;
- 5 3) Whether Defendants knew or should have known that Class Members were
6 required to perform work off the clock;
- 7 4) Whether Defendants accurately calculated and paid all Class Members
8 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
9 hours per day and/or forty (40) hours per week;
- 10 5) Whether Defendants had a policy and practice of providing lawful, timely
11 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
12 Commission (“IWC”) Wage Order;
- 13 6) Whether Defendants on-duty meal periods were lawful;
- 14 7) Whether Defendants had a policy and practice of complying with Labor
15 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
16 provided;
- 17 8) Whether Defendants failed to authorize and permit a lawful, net 10-minute
18 rest period to the Class Members for every four (4) hours or major fraction thereof worked;
- 19 9) Whether Defendants had a policy and practice of complying with Labor
20 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
21 provided;
- 22 10) Whether Defendants failed to reimburse employees for necessary expenses
23 in accordance with Labor Code section 2802;
- 24 11) Whether Defendants omitted required information from itemized wage
25 statements;
- 26 12) Whether Defendants failed to maintain accurate records of Class Members'
27 earned wages, work periods, meal periods and deductions;
- 28

1 13) Whether Defendants paid Class Members all gratuities owed to them in
2 correspondence with their shifts;

3 14) Whether Defendants failed to maintain accurate records of Class Member's
4 gratuities;

5 15) Whether Defendants engaged in unfair competition in violation of section
6 17200 et seq. of the Business and Professions Code;

7 16) Whether Defendants' conduct was willful and/or reckless;

8 17) Whether Defendants failed to provide accurate itemized wage statements in
9 violation of Labor Code § 226; and

10 18) The appropriate amount of damages, restitution, and/or monetary penalties
11 resulting from Defendants' violations of California law.

12 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
13 interests of each member of the Class and Subclasses with whom she has a well-defined community
14 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
15 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
16 would be sought by each member of the Class and/or Subclasses in separate actions. All members
17 of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful
18 meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at
19 termination, failure to pay minimum wages, failure to reimburse necessary expenses, and failure to
20 accurately pay all wages earned including all owed premium and overtime wages, all due to
21 Defendants' policies and practices that affected each member of the Class and/or Subclasses
22 similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to
23 each member of the Class and/or Subclasses.

24 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
25 interests of each member of the Class and/or Subclasses with whom she has a well-defined
26 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
27 she has an obligation to make known to the Court any relationships, conflicts, or differences with
28 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently

1 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
2 versed in the rules governing class action discovery, certification, litigation, and settlement and
3 experienced in handling such matters. Other former and current employees of Defendants may also
4 serve as representatives of the Class and Subclasses if needed.

5 f. Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve economies of time, effort,
7 judicial resources, and expense, which would not be achieved with separate lawsuits. The
8 prosecution of separate actions by individual members of the Class and/or Subclasses would create
9 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
10 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
11 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
12 disposition of their interests through actions to which they were not parties. Thus, a class action is
13 superior to other available means for the fair and efficient adjudication of this controversy because
14 individual joinder of all Class Members is not practicable, and questions of law and fact common
15 to the Class predominate over any questions affecting only individual Class Members. Each
16 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
17 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
18 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
19 reimburse necessary expenses, and failure to accurately pay all wages earned including all owed
20 premium and overtime wages, all due to Defendants' policies and practices that affected each
21 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
22 situated persons to litigate their claims in the manner that is most efficient and economical for both
23 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
24 encountered in the management of this action that would preclude its maintenance as a class action.

25 g. Public Policy Considerations: Employers in the state of California violate
26 employment and labor laws every day. However, current employees are often afraid to assert their
27 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
28 because they believe their former employers may damage their future endeavors through negative

1 references and/or other means. The nature of this action allows for the protection of current and
2 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
3 California have a significant interest in ensuring employers comply with California's labor laws
4 and in ensuring those employers who do not are prevented from taking further advantage of their
5 employees.

6 **CLASS ACTION CLAIMS**

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF CAL. LABOR CODE §§ 204, 1194, 1197, AND 1197.1**

9 **Unpaid Minimum Wages**

10 **(By Plaintiff and the Minimum Wage Subclass Against All Defendants)**

11 84. Plaintiff incorporates each and every allegation set forth in all of the foregoing
12 paragraphs as if fully set forth herein.

13 85. Labor Code section 204 establishes the fundamental right of all employees in the
14 State of California to be paid wages, including minimum wage, straight time and overtime, in a
15 timely fashion for their work.

16 86. Labor Code section 1194(a) provides that notwithstanding any agreement to work
17 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
19 of the full amount of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney's fees, and costs of suit.

21 87. Labor Code section 1197 provides: The minimum wage for employees fixed by the
22 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
23 and the payment of a lower wage than the minimum so fixed is unlawful.

24 88. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
25 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
26 Wage Order(s).

27 89. Wage Order 5-2001 and California Labor Code sections 1197 and 1182.12 establish
28 the right of employees to be paid minimum wages for all hours worked, in amounts set by state

1 law.

2 90. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
3 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
4 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
5 equal to the unpaid wages and interest accrued thereon.

6 91. During all relevant periods, the California Labor Code and Wage Order 5-2001
7 required that Defendants fully and timely pay its non-exempt, hourly employees all wages earned
8 and due for all hours worked.

9 92. The IWC Wage Orders define "hours worked" as "the time during which an
10 employee is subject to the control of an employer, and includes all the time the employee is suffered
11 or permitted to work, whether or not required to do so."

12 93. At all times relevant, Plaintiffs and Minimum Wage Subclass Members consistently
13 worked hours for which they were not paid because Defendants frequently required Plaintiffs and
14 the Class members to work off-the-clock on a multitude of occasions including but not limited to
15 working through or during meal and/or rest breaks and attending mandatory employee meetings for
16 which they were not compensated for.

17 94. Plaintiff is informed and believes and therefore alleges that Defendants were aware
18 that Plaintiff and the Minimum Wage Subclass Members were working off the clock and that they
19 should have been paid for this time.

20 95. Defendants' policy and practice of not paying all minimum wages violates
21 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
22 applicable Wage Orders.

23 96. Due to Defendants' violations of the California Labor Code and IWC Wage Orders,
24 Plaintiff and the Minimum Wage Subclass Members are entitled to recover from Defendants their
25 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
26 judgment and post-judgment interest, as well as liquidated damages.

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3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

5 **Unpaid Overtime**

6 **(By Plaintiff and the Overtime Subclass Against All Defendants)**

7 97. Plaintiff incorporates each and every allegation set forth in all of the foregoing
8 paragraphs as if fully set forth herein.

9 98. During all relevant periods, Defendants required Plaintiffs and the Overtime
10 Subclass Members to work shifts in excess of eight (8) hours per workday and/or to work in excess
11 of forty (40) hours per workweek.

12 99. During all relevant periods, both the California Labor Code sections 1194, 1197,
13 510, 1198, Wage Order 5-2001 required that all work performed by an employee in excess of eight
14 (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40)
15 hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate
16 of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the
17 rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess
18 of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate
19 of no less than twice the regular rate of pay of an employee.

20 100. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
21 and the Unpaid Overtime Subclass Members to work in excess of eight (8) hours in a workday
22 and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and
23 one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed
24 to properly compensate Plaintiffs and the Unpaid Overtime Subclass Members for hours worked in
25 excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a
26 workweek.

27 101. The IWC Wage Orders define "hours worked" as "the time during which an
28 employee is subject to the control of an employer, and includes all the time the employee is suffered

1 or permitted to work, whether or not required to do so.”

2 102. At all times relevant, Plaintiff and Unpaid Overtime Subclass Members consistently
3 worked hours for which they were not paid because Plaintiff and the Unpaid Overtime Subclass
4 Members were required to work off the clock—some of these hours were over eight (8) hours in
5 one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the
6 overtime rate.

7 103. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
8 Unpaid Overtime Subclass Members were working off the clock and that they should have been
9 paid for this time.

10 104. In addition, upon information and belief, Defendants failed to incorporate all forms
11 of compensation, including without limitation gratuities, bonuses, differentials, and incentives, into
12 the regular rate for overtime purposes.

13 105. As a result, Defendants failed to pay Plaintiff and the Unpaid Overtime Subclass
14 Members earned overtime wages and such employees suffered damages as a result.

15 106. Defendants knew or should have known Plaintiff and the Unpaid Overtime Subclass
16 Members were undercompensated as a result of these practices.

17 107. Due to Defendants’ violations of the California Labor Code, Plaintiff and the Unpaid
18 Overtime Subclass Members are entitled to recover from Defendants their unpaid overtime wages,
19 reasonable attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest,
20 statutory penalties, and liquidated damages.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(A)**

23 **Unpaid Meal Period Premiums**

24 **(By Plaintiff and the First and Second Meal Period Subclasses Against All Defendants)**

25 108. Plaintiff incorporates by reference and realleges each and every allegation contained
26 above, as though fully set forth herein.

27 109. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
28 period of more than five (5) hours without providing a meal break of not less than thirty (30)

1 minutes in which the employee is relieved of all of his or her duties, except that when a work period
2 of not more than six (6) hours will complete the day's work the meal period may be waived by
3 mutual consent of the employer and employee.

4 110. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
5 for a work period of more than ten (10) hours without providing a second meal break of not less
6 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
7 break may only be waived by mutual consent, if the employee did not waive his or her first meal
8 period and the employee's workday will not exceed twelve hours.

9 111. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
10 provide Plaintiff and First Meal Period Subclass Members timely and uninterrupted first meal
11 periods of not less than thirty (30) minutes within the first five (5) hours of a shift.

12 112. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
13 provide Plaintiff and Second Meal Period Subclass Members timely and uninterrupted second meal
14 periods of not less than thirty (30) minutes on shifts longer than ten hours.

15 113. Indeed, during the relevant time, as a consequence of Defendants' staffing and
16 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
17 Plaintiff and the First and Second Meal Period Subclass Members were not provided with legally
18 required meal periods.

19 114. On information and belief, Plaintiff and First and Second Meal Period Subclass
20 Members did not waive their rights to meal periods under the law.

21 115. Plaintiff and the First and Second Meal Period Subclass Members were not provided
22 with valid lawful on-duty meal periods.

23 116. Plaintiff and the First and Second Meal Period Subclass Members were not paid one
24 hour of pay at their regular rate for each day that a first or second meal period was not lawfully
25 provided.

26 117. As a proximate result of the aforementioned violations, Plaintiff and the First and
27 Second Meal Period Subclass Members have been damaged in an amount according to proof at
28 time of trial.

118. Pursuant to Labor Code § 226.7, Plaintiff and First and Second Meal Period Subclass Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

119. As a result of the unlawful acts of Defendants, Plaintiff and the relevant Subclasses she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Order 5-2001, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226.7

Unpaid Rest Period Premiums

(By Plaintiff and the Rest Period Subclass Against All Defendants)

120. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

121. Pursuant to the IWC Wage Order 5-2001 applicable to Plaintiff's and Rest Period Subclass Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

122. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable Order of the IWC.

123. Defendants were required to authorize and permit employees such as Plaintiff and Rest Period Subclass Members to take rest periods during shifts in excess of three and one-half (3.5) hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

124. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and Rest Period Subclass Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and Rest Period Subclass Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

125. Defendants did not pay Plaintiff one (1) additional hour of pay at her regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Subclass endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Rest Period Subclass Members premium pay as required by law.

126. By their failure to authorize and permit Plaintiff and the Rest period Subclass Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on eight (8) to ten (10) hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Subclass Members work(ed) shifts in excess of ten (10) hours. By their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order 5-2001.

127. As a result of the unlawful acts of Defendants, Plaintiff, and the Rest Period Subclass Members they seek to represent, have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Order 5-2001, and Civil Code 3287.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226(A)

Failure to Timely Pay Wages During Employment

(By Plaintiff and the Failure to Timely Pay Subclass Against All Defendants)

128. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

129. Labor Code section 204 requires that all wages are due and payable twice in each

1 calendar month.

2 130. The wages required by Wage Order 5-2001 and Labor Code §§ 226.7, 510, 1194,
3 1454 and other sections became due and payable to each employee in each month that he or she
4 was not paid minimum wage, straight or overtime wages to which he or she was entitled.

5 131. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
6 under the Labor Code and applicable wage orders.

7 132. Labor Code section 210 (a) provides that “In addition to, and entirely independent
8 and apart from, any other penalty provided in this article, every person who fails to pay the wages
9 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
10 1197.5, shall be subject to a penalty as follow:

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

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

16 133. As a result of the unlawful acts of Defendants, Plaintiff and the Failure to Timely
17 Pay Subclass Members have been deprived of wages in amounts to be determined at trial, and are
18 entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs,
19 pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

20 **SIXTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. LABOR CODE § 226(A)**

22 **Failure to Provide Accurate And Itemized Wage Statements**

23 **(By Plaintiff and the Inaccurate Wage Statement Subclass Against All Defendants)**

24 134. Plaintiff repeats and incorporates herein by reference each and every allegation set
25 forth above, as though fully set forth herein.

26 135. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
27 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
28

1 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
2 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
3 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
4 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
5 the employee and only the last four digits of his or her social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal
7 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
8 and the corresponding number of hours worked at each hourly rate by the employee....”.

9 136. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
10 accurate information with respect to each employee including the following: (3) Time records
11 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
12 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
13 and applicable rates of pay....”.

14 137. Labor Code section 1174 of the California State Law also requires Defendants to
15 maintain and preserve, in a centralized location, among other items, records showing the names
16 and addresses of all employees employed and payroll records showing the hours worked daily by,
17 and the wages paid to, its employees. On information and belief and based thereon, Defendants
18 have knowingly and intentionally failed to comply with Labor Code section 1174, including by
19 implementing the policies and procedures and committing the violations alleged in the preceding
20 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
21 unlawful pursuant to Labor Code section 1175.

22 138. Defendants have failed to record many of the items delineated in applicable
23 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
24 including by virtue of the fact that each wage statement which failed to accurately compensate
25 Plaintiff and Inaccurate Wage Statement Subclass Members for all hours worked and for missed
26 and non-provided meal and rest periods, or which failed to include compensation for all minimum
27 wages earned or overtime hours worked, was an inaccurate wage statement.

28 139. On information and belief, Defendants failed to implement and preserve a lawful

1 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
2 periods owed to employees, as required for Inaccurate Wage Statement Subclass Members under
3 California Labor Code section 226 and applicable IWC Wage Order 5-2001. In order to determine
4 if they had been paid the correct amount and rate for all hours worked, Plaintiff and Inaccurate
5 Wage Statement Subclass Members have been, would have been, and are compelled to try to
6 discover the required information missing from their wage statements and to perform complex
7 calculations in light of the inaccuracies and incompleteness of the wage statements Defendants
8 provided to them.

9 140. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
10 Wage Orders, Defendants did not and still do not furnish each of the members of the Inaccurate
11 Wage Statement Subclass with an accurate itemized statement in writing accurately reflecting all
12 of the required information. Specifically, Defendants have also omitted accurate itemizations of
13 total hours worked, the name and address of the legal entity that is the employer, and gross pay
14 from Plaintiff and the Inaccurate Wage Statement Subclass Members' wage statements. In addition,
15 Defendants have failed to provide accurate itemized wage statements as a consequence of the
16 above-specified violations for failure to accurately pay all wages owed, accurately record all hours
17 worked, and failure to pay meal and rest period premiums as required by law.

18 141. Moreover, upon information and belief, as a pattern and practice, in violation of
19 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
20 accurate records pertaining to the total hours worked for Defendants by the members of the
21 Inaccurate Wage Statement Subclass, including but not limited to, beginning and ending of each
22 work period, meal period and split shift interval, the total daily hours worked, and the total hours
23 worked per pay period and applicable rates of pay.

24 142. Plaintiff and the members of the Inaccurate Wage Statement Subclass have suffered
25 injury as a result of Defendants' failure to maintain accurate records for the members of the
26 Inaccurate Wage Statement Subclass in that the members of the Subclass Members were not timely
27 provided written accurate itemized statements showing all requisite information, such that the
28 Subclass Members were misled by Defendants as to the correct information regarding various

1 items, including but not limited to the identity of the employer, total hours worked by the employee,
2 gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate.

4 143. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
5 above, Plaintiff and the Inaccurate Wage Statement Subclass Members are each entitled to recover
6 up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

7
8 **SEVENTH CAUSE OF ACTION**

9 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

10 **Failure to Reimburse Necessary Business Expenses**

11 **(By Plaintiff and the Indemnification Subclass Against All Defendants)**

12 144. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 145. Plaintiff repeats and incorporates herein by reference each and every allegation set
15 forth above, as though fully set forth herein.

16 146. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Indemnification
17 Subclass Members for necessary expenditures incurred in direct consequence of the discharge of
18 his or her duties.

19 147. Plaintiff and the members of the Indemnification Subclass were required to incur
20 expenses in the performance of their assigned job duties. For example, Plaintiff and the
21 Indemnification Subclass Members were required to incur numerous out of pocket expenses,
22 including without limitation, cellular phone expenses and uniform purchasing and cleaning
23 expenses, in direct consequence of the discharge of their duties.

24 148. Upon information and belief, the Defendants did not reimburse Plaintiff or the
25 Indemnification Subclass Members for such expenses.

26 149. As a result of the unlawful acts of Defendants, Plaintiff and the Indemnification
27 Subclass Members have been deprived of unreimbursed sums in amounts to be determined at trial,
28 and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees,

1 and costs, pursuant to Labor Code §2802.

2 ///

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATION OF CAL LABOR CODE § 351**

5 **Unpaid Gratuities**

6 **(By Plaintiff and the Gratuities Subclass Against All Defendants)**

7 150. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 151. The California Labor Code defines gratuity to be inclusive of “any tip, gratuity,
10 money, or part thereof that has been paid or given to or left for an employee by a patron of a business
11 over and above the actual amount due to the business for services rendered or for goods, food,
12 drink, or articles sold or served to the patron”.

13 152. The California Labor Code § 351 outlaws an employer based in the state of
14 California from withholding or failing to provide employees with any gratuities accrued in their
15 services, and further states that any gratuities are the “sole property of the employee or employees
16 to whom it was paid”.

17 153. Defendants were therefore lawfully required to provide Plaintiff and Gratuity
18 Subclass Members with payment of any and all gratuities acquired by their services at The Seabird,
19 and have failed to do so.

20 154. The California Labor Code § 351 additionally requires that any gratuities accrued
21 through credit card payments should be provided in full, without any deductions, to the
22 corresponding employee at or before the next regular payday.

23 155. Defendants have further failed to provide compensation to Plaintiff and Gratuity
24 Subclass Member’s in the form of gratuities from credit card payments on or within the next regular
25 payday.

26 156. On information and belief, Defendants knew or should have known Plaintiff and
27 Gratuity Subclass Members should have been compensated for any and all owed gratuity accrued
28 through their employment, and that Plaintiff and relevant Subclass Members were not receiving

1 said owed gratuity.

2 157. In failing to comply with California Labor Code section 351, Defendants are further
3 in violation of California Labor Code section 354, and are thus subject to fines not exceeding
4 \$1,000.00, and/or jail time not exceeding sixty (60) days.

5 158. Defendants failure to provide Plaintiff and Gratuity Subclass Member's with
6 lawfully owed gratuities have resulted in damages including but not limited to loss of wages, loss
7 of benefits, and mental and emotional distress.

8 **NINTH CAUSE OF ACTION**

9 **VIOLATION OF CAL LABOR CODE § 353**

10 **Failure To Maintain Accurate Gratuity Records**

11 **(By Plaintiff and the Inaccurate Gratuity Records Subclass Against All Defendants)**

12 159. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 160. California Labor Code section 353 requires employers to keep accurate records of
15 gratuities earned by employees. Defendants were therefore required to maintain accurate records
16 of tips accrued by employees, in addition to the distribution of tips to said employees from the Tip
17 Pool maintained by Defendants.

18 161. On information and belief, Defendants failed to provide Plaintiff and Inaccurate
19 Gratuity Subclass Member's with accounts of gratuities owed from the tip pool from Credit Card
20 Tips, Cash Tips, Room Tips, and Event Tips, by failing to specify said tip distributions on Plaintiff's
21 and Inaccurate Gratuity Member's Subclass Member's wage statements, as well as indicate and
22 affirm that Plaintiff and Inaccurate Gratuity Records Subclass Member's were being compensated
23 with tips accrued through waiting on the firepits in the Firepit System.

24 162. In failing to comply with California Labor Code section 353, Defendants are further
25 in violation of California Labor Code section 354, and are thus subject to fines not exceeding
26 \$1,000.00, and/or jail time not exceeding sixty (60) days.

27 163. In failing to comply with the above specifications, Defendants subjected Plaintiff
28 and Inaccurate Gratuity Subclass Members to damages including but not limited the loss of wages,

1 loss of benefits, and mental and emotional distress.

2 **TENTH CAUSE OF ACTION**

3 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

4 **Unfair Competition**

5 **(By Plaintiff and the Unfair Business Practices Subclass Against All Defendants)**

6 164. Plaintiff incorporates by reference and realleges each and every allegation contained
7 above, as though fully set forth herein.

8 165. Defendants' conduct, as alleged in this Complaint, has been, and continues to be,
9 unfair, unlawful, and harmful to Plaintiff, Unfair Business Practices Subclass Members,
10 Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights
11 affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

12 166. Defendants' policies, activities, and actions as alleged herein are violations of
13 California law and constitute unlawful business acts and practices in violation of California
14 Business and Professions Code §§ 17200, *et seq.*

15 167. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
16 predicated on the violation of any state or federal law.

17 168. The state law violations, including violations of the relevant IWC Wage Order,
18 detailed herein above are the predicate violations for this cause of action. By way of example only,
19 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Subclass with
20 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
21 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Order 5-2001.
22 Defendants further violated the law through their policies of failing to fully and accurately
23 compensate Plaintiff and the Unfair Business Practices Subclass Members for all hours worked,
24 including minimum wages and overtime as well as failing to provide accurate and itemized wage
25 statements as specified above.

26 169. Plaintiff and the Unfair Business Practices Subclass Members have been personally
27 aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss
28 of money and/or property.

1 170. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
2 and the Unfair Business Practices Subclass Members are entitled to restitution of the wages
3 withheld and retained by Defendants during a period that commences four (4) years prior to the
4 filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure
5 §1021.5; interest; and an award of costs.

6 **ELEVENTH CAUSE OF ACTION**

7 **VIOLATION OF CAL LABOR CODE § 98.6**

8 **Retaliation for Asserting Labor Code Rights in the Work Environment**

9 **(By Plaintiff)**

10 171. Plaintiff incorporates by reference and realleges each and every allegation contained
11 above, as though fully set forth herein.

12 172. Labor Code § 98.6 prohibits employers from discharging, discriminating,
13 retaliating, or taking adverse action against an employee because the employee engaged in
14 protected activities, including complaining about wage violations, requesting payroll records, or
15 asserting rights under the Labor Code.

16 173. Plaintiff engaged in protected activity by making repeated, good-faith complaints to
17 HR and management regarding unpaid wages, missing gratuities, inaccurate wage statements,
18 missing hours, missing firepit tips, and failures of the Tip Pool system. Plaintiff also exercised her
19 right to obtain personnel and payroll records under Labor Code § 226.

20 174. As alleged above, immediately after Plaintiff made protected complaints,
21 Defendants took multiple adverse actions against her, including cutting her shifts, removing her
22 from high-income events, locking her out of Evention, assigning her to less lucrative outlets,
23 excluding her from communication, calling her into intimidating meetings, and taking retaliatory
24 deductions from her pay.

25 175. These adverse actions were motivated by Plaintiff's protected activity and were
26 undertaken with retaliatory intent.

27 176. As a direct and proximate result of Defendants' actions, Plaintiff suffered lost
28 wages, lost gratuities, emotional distress, and other compensable harm.

1 177. Pursuant to Labor Code § 98.6 and related provisions, Plaintiff seeks reinstatement
2 of employee rights, reimbursement for lost wages, civil penalties, attorneys' fees, and all other
3 remedies available.

4 **TWELFTH CAUSE OF ACTION**

5 **VIOLATION OF CAL LABOR CODE § 1102.5**

6 **Retaliation for Whistleblowing Unlawful Conduct**

7 **(By Plaintiff)**

8 178. Plaintiff incorporates by reference and realleges each and every allegation contained
9 above, as though fully set forth herein.

10 179. Labor Code § 1102.5 prohibits employers from retaliating against employees who
11 disclose information that they reasonably believe violates the law, including wage theft, gratuity
12 theft, payroll fraud, lack of recordkeeping, and failure to pay wages.

13 180. Plaintiff disclosed to management and HR that Defendants were failing to pay
14 legally required gratuities, failing to maintain required payroll and tip records, failing to
15 compensate employees for hours worked, and violating wage rights protected by the Labor Code.

16 181. Plaintiff reasonably believed these practices were unlawful, and her disclosures
17 were protected under § 1102.5.

18 182. After Plaintiff made these disclosures, Defendants retaliated by removing her from
19 shifts, reducing her earnings, altering her schedule, restricting her access to payroll systems,
20 deducting back pay, and subjecting her to increased scrutiny and hostility.

21 183. Defendants' retaliation was a substantial motivating factor in the adverse actions
22 Plaintiff experienced.

23 184. Plaintiff has suffered and continues to suffer damages as a result of this retaliation.

24 185. Plaintiff seeks all remedies available under Labor Code § 1102.5, including lost
25 wages, civil penalties, emotional distress damages, and attorneys' fees.

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2 **THIRTEENTH CAUSE OF ACTION**

3 **WRONGFUL RETALIATION IN VIOLATION OF PUBLIC POLICY**

4 **(Tameny Claim)**

5 **(By Plaintiff)**

6 186. Plaintiff incorporates by reference and realleges each and every allegation contained
7 above, as though fully set forth herein.

8 187. California public policy prohibits employers from retaliating against employees who
9 complain about wage-and-hour violations, report suspected unlawful conduct, or request payroll
10 and personnel records. These public policies are embodied in, among other sources, Labor Code
11 §§ 98.6, 1102.5, 226, 351, 353, 432, and 244, the California Constitution, and the IWC Wage
12 Orders.

13 188. Plaintiff engaged in protected activity by repeatedly reporting unpaid wages,
14 missing gratuities, inaccurate payroll records, missing firepit service-charge tips, cash-tip
15 discrepancies, and failures in Defendants' tip pool and timekeeping systems. Plaintiff also
16 requested payroll and personnel documents pursuant to Labor Code § 226.

17 189. After Plaintiff engaged in this protected activity, Defendants retaliated by removing
18 her from scheduled shifts and events, reducing her hours, restricting her access to payroll and tip-
19 tracking systems, denying her Evention access, scrutinizing her work, issuing retaliatory
20 deductions, excluding her from communication, and subjecting her to hostile treatment and adverse
21 scheduling changes.

22 190. The close timing between Plaintiff's protected complaints and Defendants' adverse
23 actions demonstrates a causal link and shows that Plaintiff's protected activity was a substantial
24 motivating reason for Defendants' retaliation.

25 191. Defendants' retaliatory conduct violates fundamental public policies of the State of
26 California protecting employees who report or oppose wage theft, gratuity theft, inaccurate wage
27 statements, unlawful recordkeeping, and other Labor Code violations.

28 192. As a direct result of Defendants' unlawful retaliation, Plaintiff suffered lost wages,

1 lost gratuities, emotional distress, and other damages, subject to proof at trial.

2 193. Defendants acted with oppression, fraud, and/or malice when they retaliated against
3 Plaintiff, entitling her to punitive damages under Civil Code § 3294.

4 194. Plaintiff therefore seeks all damages and remedies available under California
5 common law, including compensatory damages, punitive damages, and any further relief the Court
6 deems just and proper.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

9 **Class Certification**

- 10 1. That this action be certified as a class action;
11 2. That Plaintiff be appointed as the representatives of the Class;
12 3. That Plaintiff be appointed as the representatives of the Subclasses; and
13 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

14 **On the First Cause of Action**

15 **(Unpaid Minimum Wages)**

- 16 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
17 owed, as well as interest thereon,
18 2. Penalties according to statute,
19 3. Liquidated damages,
20 4. Reasonable attorneys' fees, and costs of suit;
21 5. For interest and
22 6. For such other and further relief as the Court deems proper.

23 **On the Second Cause of Action**

24 **(Unpaid Overtime)**

- 25 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
26 interest thereon,
27 2. Penalties according to statute,
28 3. Liquidated damages,

4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Provide Accurate & Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs; and

- 1 3. For such other and further relief as the Court deems proper;

2 **On the Seventh Cause of Action**

3 **(Failure to Reimburse Necessary Business Expenses)**

- 4 1. For unreimbursed sums;
- 5 2. For reasonable attorneys' fees and costs pursuant to statute;
- 6 3. For interest; and
- 7 4. For such other and further relief as the Court deems proper.

8 **On the Eighth Cause of Action**

9 **(Unpaid Gratuities)**

- 10 1. For the unpaid balance of the full amount of any gratuity wages owed, as well as
- 11 interest thereon,
- 12 2. Penalties according to statute,
- 13 3. Liquidated damages,
- 14 4. Reasonable attorneys' fees, and costs of suit;
- 15 5. For interest and
- 16 6. For such other and further relief as the Court deems proper.

17 **On the Ninth Cause of Action**

18 **(Failure to Maintain Accurate Gratuity Records)**

- 19 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 20 2. For reasonable attorneys' fees and costs; and
- 21 3. For such other and further relief as the Court deems proper;

22 **On the Tenth Cause of Action**

23 **(Unfair Competition)**

- 24 5. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
- 25 sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular
- 26 wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for
- 27 meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4)
- 28 years in an amount according to proof;

1 6. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
2 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

3 7. For pre-judgment interest on any unpaid overtime wages due from the day that such
4 amounts were due;

5 8. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
6 recover under the Labor Code; and

7 9. For such other and further relief as the Court deems proper.

8 **On the Eleventh, Twelfth, and Thirteenth Actions**

9 (Retaliation)

10 1. For general damages in excess of the jurisdictional minimum of this Court and
11 according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits
12 and other compensation, mental and emotional distress and pain and suffering;

13 2. For damages to compensate Plaintiff for any past, present, and future general
14 damages;

15 3. For compensatory damages in excess of the jurisdictional minimum of this Court
16 and according to proof, including without limitation lost wages and other economic losses;

17 4. For punitive damages;

18 5. For special damages according to proof;

19 6. For all applicable injunctive relief allowed by law;

20 7. For all statutory and civil penalties allowed by law, including the California Code
21 of Regulations, and the IWC Wage Orders;

22 8. For reasonable attorney fees pursuant to statute, as applicable;

23 9. For costs and expenses of suit incurred herein;

24 10. For prejudgment interest on all amounts claimed; and

25 11. For any other and further relief that the Court considers proper.

26 **DEMAND FOR JURY TRIAL**

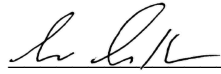
27 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
28 matter.

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Respectfully submitted,

EMPLAW LLP

Dated: November 21, 2025



Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Nicholas W. Schieffelin, Esq.

Attorneys for Plaintiff
ELIZABETH MOREHOUSE, individually, and on
behalf of herself and all others similarly situated