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FILED

FEB 13 2026

SHASTA COUNTY SUPERIOR COURT
BY: M. SAECHAO, DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

ALEX BIEGEL, as an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

SHASTA COUNTY YOUNG MEN'S
CHRISTIAN ASSOCIATION, a California
corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **209909**

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES, AND FOR
DECLARATORY AND INJUNCTIVE
RELIEF, FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**
- (3) VIOLATION OF LABOR CODE
SECTION 227.3;**
- (4) VIOLATION OF LABOR CODE
SECTION 226;**
- (5) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (6) VIOLATION OF LABOR CODE
SECTION 1197.5;**
- (7) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**
- (8) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

Bj FAX

1 Plaintiff Alex Biegel (“Plaintiff”) hereby submits their Class Action and Representative
2 Action Complaint for Damages and Penalties against Defendant Shasta County Young Men’s
3 Christian Association and DOES 1 through 50, inclusive (collectively, “Defendants”), on
4 behalf of themselves and the Classes of other similarly situated current and former employees
5 of Defendants for meal period and rest break wages, minimum and overtime wages, vested
6 vacation wages, equal pay, and penalties, and declaratory and injunctive relief, as follows:

7 **INTRODUCTION**

8 1. This class action is brought pursuant to Labor Code sections 201 to 204, 226,
9 226.7, 227.3, 510, 512, 1194, 1197.5 (the California Equal Pay Act (“EPA”)), the applicable
10 Wage Order of the Industrial Welfare Commission (“IWC”) (codified as California Code of
11 Regulations Title 8 section 11010 *et seq.*), and Business and Professions Code section 17200 *et*
12 *seq.* (Unfair Competition Law (“UCL”)). The representative action is brought pursuant to
13 Labor Code section 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)),

14 2. This Complaint challenges Defendants’ systemic illegal employment practices
15 resulting in violations of the stated provisions of the Labor Code and Business and Professions
16 Code against the identified class of employees.

17 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
18 severally acted intentionally and with deliberate indifference and conscious disregard to the
19 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
20 all minimum and overtime wages; (3) failing to pay vested vacation wages, (4) failing to
21 provide accurate wage statements; (5) failing to pay all wages due and owing upon termination
22 of employment; and (6) failing to provide equal pay to female employees.

23 **JURISDICTION AND VENUE**

24 4. This class action is brought pursuant to California Code of Civil Procedure
25 section 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits
26 of the Superior Court and will be established according to proof at trial. The damages sought
27 by Plaintiff individually are less than \$75,000.00.

28 5. This Court has jurisdiction over this action pursuant to California Constitution,
Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes

except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, the EPA, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant is a corporation licensed to do business and actually doing business in the State of California, including the County of Shasta.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-

1 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
2 the course and scope of their authority as such agents, partners, joint venturers, representatives,
3 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
4 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
5 authorization and consent of each Defendant designated herein.

6 **13.** As such and based upon all the facts and circumstances incident to Defendants'
7 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
8 227.3, 510, 512, 1194, the EPA, the applicable IWC Wage Order, and the UCL.

9 **CLASS ACTION ALLEGATIONS**

10 **14. Definition:** Plaintiff seeks class certification pursuant to California Code of
11 Civil Procedure section 382 of the following Classes:

12 **Wage-and-Hour Class:** A class of all hourly-paid, non-exempt employees of
13 Defendants who worked in California during the period from February 13, 2022, to the present,
14 including the following Subclasses:

15 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
16 Defendants who worked one or more shifts in excess of six (6) hours in
17 California during the period from February 13, 2022, to the present;

18 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
19 Defendants who worked one or more shifts in excess of six (6) hours in
20 California without receiving a 30-minute break during which they were
21 relieved of all duties, during the period from February 13, 2022, to the
22 present;

23 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
24 Defendants who worked one or more shifts of three and one-half (3.5)
25 hours or more in California during the period from February 13, 2022, to
26 the present;

27 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
28 Defendants who worked one or more shifts of three and one-half (3.5)
hours or more in California without receiving all required paid 10-

minute breaks during which they were relieved of all duties, during the period February 13, 2022, to the present;

(c) **Overtime Subclass:** all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from February 13, 2022, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from February 13, 2022, to the present;

(d) **Minimum Wage Subclass** all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from February 13, 2022, to the present;

(e) **Wage Statement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of February 13, 2023, to the present;

(f) **Terminated Employee Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of February 13, 2023, to the present; and

(g) **Vacation Pay Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all accrued vacation wages on termination of employment, during the period from February 13, 2022, to the present.

Equal Protection Class: All women employed by Defendants in California at any time during the time period from February 13, 2022 to the present.

15. Numerosity: The members of the Classes are so numerous that joinder of all

members would be impractical, if not impossible. The identities of the members of the Classes are readily ascertainable by objective, easily understood terms contained within the Classes and Subclass definitions, and by review of Defendants' records, including payroll records.

16. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Classes defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

17. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest breaks; (3) failing to pay all vested vacation wages; (4) failing to provide accurate wage statements; (5) failing to timely pay all wages due and owing upon termination of employment, including vested vacation wages; (6) engaging in unfair business practices; and (7) denying equal pay to female employees. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

18. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Classes concerning whether Defendants' policies and practices regularly denied Class Members overtime and minimum wages, meal periods and rest breaks, accurate wage statements, vested vacation wages, wages upon termination of employment, and for the Equal Pay Class, equal pay for the same or substantially similar work.

19. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, the EPA, the applicable IWC Wage Order, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff worked at least one shift over eight hours

1 during which they were not paid at the correct rate of pay for all hours worked, including
2 overtime hours worked. Plaintiff accrued vested vacation wages for which they were not paid
3 upon termination of employment. Plaintiff received wage statements during their employment.
4 Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid
5 all wages due and owing them upon termination. Plaintiff is a woman who was employed by
6 Defendants in California during the class period, and upon information and belief, Defendants
7 have applied uniform salary rate policies and practices to their employees throughout
8 California at all times throughout the relevant time period.

9 **20.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
10 nature. These laws and labor standards serve an important public interest in establishing
11 minimum working conditions and standards in California. These laws and labor standards
12 protect the average working employee from exploitation by employers who may seek to take
13 advantage of superior economic and bargaining power in setting onerous terms and conditions
14 of employment.

15 **21.** The nature of this action and the format of laws available to Plaintiff and
16 members of the Classes identified herein make the class action format a particularly efficient
17 and appropriate procedure to redress the wrongs alleged herein. If each employee were
18 required to file an individual lawsuit, the corporate Defendants would necessarily gain an
19 unconscionable advantage since it would be able to exploit and overwhelm the limited
20 resources of each individual plaintiff with their vastly superior financial and legal resources.
21 Requiring each Class Member to pursue an individual remedy would also discourage the
22 assertion of lawful claims by employees who would be disinclined to file an action against
23 their former and/or current employer for real and justifiable fear of retaliation and permanent
24 damage to their careers at subsequent employment.

25 **22.** The prosecution of separate actions by the individual Class Members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
27 respect to individual Class Members against the Defendants and which would establish
28 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
respect to individual Class Members which would, as a practical matter, be dispositive of the

1 interest of the other Class Members not parties to the adjudications or which would
2 substantially impair or impede the ability of the Class Members to protect their interests.
3 Further, the claims of the individual members of the Class are not sufficiently large to warrant
4 vigorous individual prosecution considering all of the concomitant costs and expenses.

5 **23.** Such a pattern, practice and administration of corporate policy regarding illegal
6 employee compensation described herein is unlawful and creates an entitlement to recovery by
7 Plaintiff and the Classes identified herein, in a civil action, for the unpaid balance of the full
8 amount of minimum and overtime wages, meal period and rest break premiums, vested
9 vacation wages, and penalties, including interest thereon, attorneys' fees and costs of suit, as
10 well as consequential damages.

11 **24.** Proof of a common business practice or factual pattern, which Plaintiff
12 experienced and is representative of, will establish the right of each Class Member to recovery
13 on the causes of action alleged herein.

14 **25.** The Classes are commonly entitled to a specific fund with respect to the
15 compensation illegally and unfairly retained by Defendants. This action is brought for the
16 benefit of the entirety of all Classes and will result in the creation of a common fund.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

19 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE WAGE-AND-
21 HOUR CLASS AND SUBCLASSES (a), (b), (e), and (f))**

22 **26.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 as
23 though fully set forth herein.

24 **27.** At all times relevant herein, Plaintiff and the Wage-and-Hour Class and
25 Subclasses (a), (b), (e), and (f) had the right to take a 10-minute rest break for every four (4)
26 hours worked or major fraction thereof, and a 30-minute meal period for every five (5) hours
27 worked.

28 **28.** As a pattern and practice, Defendants did not provide Plaintiff and the Wage-
and-Hour Class and Subclasses (a), (b), (e), and (f) a reasonable opportunity to take duty-free

1 meal periods and rest breaks, did not actively relieve employees of duty for meal periods and
2 rest breaks, and did not provide proper compensation for this failure.

3 **29.** Defendants' policy of failing to provide Plaintiff and the Wage-and-Hour Class
4 and Subclasses (a), (b), (e), and (f) with all legally-mandated meal periods and rest breaks is a
5 violation of California law.

6 **30.** Defendants willfully failed to pay employees whom they did provide the
7 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
8 Code section 226.7 and the applicable IWC Wage Order, and Plaintiff and the Wage-and-Hour
9 Class and Subclasses (a), (b), (e), and (f) are owed wages for meal period and rest break
10 premiums as set forth above.

11 **31.** Such a pattern, practice and administration of corporate policy as described
12 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Wage-and-Hour
13 Class and Subclasses (a), (b), (e), and (f) identified herein, in a civil action, for the balance of
14 the unpaid premium compensation pursuant to Labor Code section 226.7 and the applicable
15 IWC Wage Order, including interest, attorneys' fees, and costs of suit.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

18 **REGARDING OVERTIME AND MINIMUM WAGES**

19 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE WAGE-AND-**
20 **HOURLY CLASS AND SUBCLASSES (c), (d), (e), and (f))**

21 **32.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as
22 though fully set forth herein.

23 **33.** At all times relevant herein, Defendants were required to compensate their non-
24 exempt employees' minimum wages for all hours worked and overtime wages for all hours
25 worked over eight (8) hours in a day or forty (40) hours in a workweek.

26 **34.** As a pattern and practice, Defendants at times failed to compensate their
27 employees for all hours worked, including overtime hours worked, resulting in a failure to pay
28 all minimum wages and, where applicable, overtime wages.

35. This resulted in Plaintiff and the Wage-and-Hour Class and Subclasses (c), (d),

1 (e), and (f) receiving total wages in an amount less than minimum wage and, when applicable,
2 deprived Plaintiff and the Wage-and-Hour Class and Subclasses (c), (d), (e), and (f) of
3 overtime wages.

4 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
5 employee compensation as described herein is unlawful and creates an entitlement to recovery
6 by Plaintiff and the Wage-and-Hour Class and Subclasses (c), (d), (e), and (f) in a civil action,
7 for the unpaid balance of the full amount of minimum wages owing, including liquidated
8 damages, interest, attorneys' fees, and costs of suit according to the mandate of California
9 Labor Code section 1194.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTION 227.3**

12 **REGARDING VESTED VACATION WAGES**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF** 14 **THE WAGE-AND-HOUR CLASS AND SUBCLASSES (e), (f), and (g))**

15 **37.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as
16 though fully set forth herein.

17 **38.** This cause of action is brought pursuant to Labor Code § 227.3 which prohibits
18 employers from forfeiting the vested vacation wages of their employees.

19 **39.** As a pattern and practice, Defendants failed to pay Plaintiff and the Wage-and-
20 Hour Class and Subclasses (e), (f), and (g) their vested vacation wages, including vested PTO
21 days, personal day, floating holidays, and other paid-time-off/vacation pay, upon termination
22 of employment.

23 **40.** Such a pattern, practice and uniform administration of corporate policy
24 regarding illegal employee compensation as described herein is unlawful and creates an
25 entitlement to recovery by Plaintiff and the Wage-and-Hour Class and Subclasses (e), (f), and
26 (g) in a civil action for damages and wages owed and for costs and attorneys' fees.

27 **41.** Defendants' willful failure to provide Plaintiffs and the Wage-and-Hour Class
28 and (e), (f), and (g) the wages due and owing them upon separation from employment results in
continuation of wages up to thirty (30) days from the time the wages were due. Therefore,

1 Plaintiff and Wage-and-Hour Class Members who have separated from employment are
2 entitled to compensation pursuant to Labor Code § 203.

3 **FOURTH CAUSE OF ACTION**

4 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 226**

5 **REGARDING RECORD KEEPING**

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
7 **THE WAGE-AND-HOUR CLASS AND ALL SUBCLASSES)**

8 **42.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as
9 though fully set forth herein.

10 **43.** At all times relevant herein, Defendants were required to maintain accurate
11 records pursuant to the mandate of Labor Code section 226.

12 **44.** In violation of Labor Code section 226, Defendants failed in their affirmative
13 obligation to keep *accurate* records for their California employees. For example, as a result of
14 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
15 Plaintiff and the Wage-and-Hour Class and all Subclasses' gross wages earned, total hours
16 worked, net wages earned, and all applicable hourly rates and the number of hours worked at
17 each hourly rate. Plaintiff received at least one such wage statement during their employment
18 with Defendants.

19 **45.** Such a pattern, practice and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
21 Wage-and-Hour Class and all Subclasses identified herein, in a civil action, for all damages
22 and/or penalties pursuant to Labor Code section 226, including interest thereon, penalties,
23 reasonable attorneys' fees, and costs of suit.

24 **FIFTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

26 **REGARDING WAITING TIME PENALTIES**

27 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
28 **THE WAGE-AND-HOUR CLASS AND ALL SUBCLASSES)**

46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as

1 though fully set for herein.

2 **47.** At all times relevant herein, Defendants were required to pay their employees
3 all wages owed in a timely fashion at the end of employment pursuant to California Labor
4 Code sections 201 to 204.

5 **48.** As a result of Defendants' alleged Labor Code violations alleged above,
6 Defendants regularly failed to pay Plaintiff and the Wage-and-Hour Class and all Subclasses
7 their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time
8 penalties pursuant to Labor Code section 203.

9 **49.** The conduct of Defendants and their agents and employees as described herein
10 was willfully done in violation of Plaintiff and the Wage-and-Hour Class and all Subclasses'
11 rights, and done by managerial employees of Defendants.

12 **50.** Defendants' willful failure to provide Plaintiff and the Wage-and-Hour Class
13 and all Subclasses the wages due and owing them upon separation from employment results in
14 a continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
15 Plaintiff and Wage-and-Hour Class Members who have separated from employment are
16 entitled to compensation pursuant to Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1194.5 AND 1197.5 *et seq.***

19 **REGARDING EQUAL PAY**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

21 **THE EQUAL PAY CLASS)**

22 **51.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
23 though fully set for herein.

24 **52.** Defendants have discriminated against Plaintiff and Equal Pay Class Members
25 in violation of California Labor Code § 1197.5 *et seq.* by paying their female employees at
26 salary rates less than the salary rates paid to male employees for substantially similar work,
27 when viewed as a composite of skill, effort, responsibility, and working conditions.

28 **53.** Defendants caused, attempted to cause, contributed to, or caused the
continuation of, the salary rate discrimination based on sex described herein, in violation of

California Labor Code § 1197.5.

54. Defendants willfully violated California Labor Code § 1197.5 by intentionally, knowingly, and deliberately paying women less than men for substantially similar work.

55. As a result of Defendants' conduct and/or Defendants' willful, knowing, and intentional discrimination, Plaintiff and Equal Pay Class Members have suffered and will continue to suffer harm, including but not limited to lost earnings, lost benefits, and other financial loss, as well as non-economic damages. Further, Plaintiff seeks a "public injunction," primarily for the benefit of the general public, under *Vaughn v. Tesla, Inc.*, 87 Cal. App. 5th 208, 232 (2023).

SEVENTH CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

56. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as though fully set forth herein.

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

58. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor do they, seek class certification of the PAGA claims under Code of Civil Procedure section 382.

59. On December 9, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated, and the theories supporting their contentions. To date, they have not received a response.

1 **60.** Plaintiff and the other non-exempt employees are “aggrieved employees” as
2 defined by California Labor Code section 2699(c) in that they are all current or former
3 employees of Defendants, and one or more of the alleged violations was committed against
4 them.

5 **Failure to Provide Meal Periods and Rest Breaks**

6 **61.** At all times relevant herein, Defendants were required to provide authorize and
7 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and
8 provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of
9 Labor Code sections 226.7, 512, and 558.

10 **62.** During the relevant time period, Defendants required Plaintiff and other
11 aggrieved employees to answer work-related texts and phone calls during meal periods and rest
12 breaks, and consequently did not take the steps necessary to actively relieve employees of duty
13 for breaks. Defendants also required Plaintiff and other aggrieved employees to either interrupt
14 meal periods and rest breaks in order to perform work, or cut meal periods and rest breaks
15 short in order to return to work.

16 **Failure to Pay Overtime and Minimum Wages**

17 **63.** At all times relevant herein, Defendants were required to compensate their non-
18 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
19 applicable, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1197.1.

20 **64.** During the relevant time period, Defendant failed to compensate Plaintiff and
21 other aggrieved employees for all hours worked, including time spent working through meal
22 periods. Plaintiff contends that she and other aggrieved employees were often pressured by
23 managers to work through meal breaks, and then write in meal break times so that the
24 employer could avoid paying for meal premiums. Thus, Defendant did not provide aggrieved
25 employees with the minimum and overtime wages to which they were entitled for the on-call
26 time worked.

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

28 **65.** At all times relevant herein, Defendants were required to pay their employees
within the time limits specified under Labor Code sections 203.1 and 204.

1 **66.** During the relevant time period, Defendants failed to pay Plaintiff and other
2 aggrieved employees all wages due to them within the time period specified by Labor Code
3 section 204, including as outlined above.

4 **Failure to Timely Pay Wages During and Upon Termination of Employment**

5 **67.** At all times relevant herein, Defendants were required to pay their employees in
6 a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

7 **68.** As a result of Defendants' Labor Code violations alleged above, Defendants
8 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time
9 periods specified by Labor Code sections 201-204 during and upon termination of
10 employment.

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

12 **69.** At all times relevant herein, Defendants were required to keep *accurate* records
13 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
14 1174(d), and to produce records upon request within the time required by Labor Code section
15 226(c).

16 **70.** As a result of Defendants' various Labor Code violations, Defendants failed to
17 keep accurate records regarding Plaintiff and other similarly-situated current and former
18 employees. For example, Defendants failed in their affirmative obligation to keep accurate
19 records regarding Plaintiff and other similarly-situated current and former employees' gross
20 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
21 number of hours worked at each hourly rate.

22 **Failure to Provide Equal Pay**

23 **71.** Pursuant to California Labor Code section 1197.5, Plaintiff and other aggrieved
24 employees had a legal right to be compensated equally as similarly-situated male coworkers for
25 performing substantially similar work, with the same or substantially similar skill, effort and
26 responsibility under similar working conditions.

27 **72.** During the relevant time period, Defendant imposed a sex-based differential in
28 compensation, and thereby failed to provide equal compensation to Plaintiff and other
aggrieved employees as that provided to similarly-situated male coworkers. In particular,

1 Defendant paid Plaintiff and other aggrieved employees less than male coworkers in the same
2 job position with equal or greater job experience.

3 **Penalties**

4 **73.** Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of
5 other current and former aggrieved employees, requests and is entitled to recover from
6 Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs
7 pursuant, as well as all statutory penalties against Defendants, and each of them, including but
8 not limited to:

9 **74.** Penalties under California Labor Code section 2699 in the amount of up to two
10 hundred dollars (\$200) for each aggrieved employee per pay period.

11 **75.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
12 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
13 records upon request;

14 **76.** Penalties under Labor Code section 558 in the amount of fifty dollars (\$50) for
15 each aggrieved employee per pay period for the initial violation, and one hundred dollars
16 (\$100) for each aggrieved employee per pay period for each subsequent violation;

17 **77.** Penalties under Labor Code section 225.5 in the amount of one hundred dollars
18 (\$100) for each first failure to pay each employee, and two hundred dollars (\$200) for each
19 subsequent failure to pay each employee, plus 25% of the amount unlawfully withheld;

20 **78.** Penalties under Labor Code section 1197.1 in the amount of a hundred dollars
21 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
22 fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

23 **79.** Penalties under Labor Code section 210 of \$100 for the first violation of section
24 and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully
25 withheld;

26 **80.** Penalties under Labor Code section 2699 in the amount of \$25 per employee per
27 pay period for inaccurate wage statements, \$250 per employee for missing wage statements,
28 and \$750 for any failure to produce records upon request;

81. Any and all additional penalties and sums as provided by the Labor Code and/or

1 other statutes; and

2 **82.** Attorneys' fees and costs as permitted by law.

3 **EIGHTH CAUSE OF ACTION**

4 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

5 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

6 **THE WAGE-AND-HOUR CLASS, THE EQUAL PAY CLASS, AND ALL SUBCLASSES)**

7 **83.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 82 as
8 though fully set for herein.

9 **84.** Defendants, and each of them, have engaged and continue to engage in unfair
10 and unlawful business practices in California by practicing, employing and utilizing the
11 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
12 all overtime and minimum wages, (2) all meal period and rest break wages, (3) equal pay to
13 female employees, (4) all earned bonus and incentive payments, (5) accurate wage statements,
14 and (6) all wages due and owing upon termination of employment.

15 **85.** Defendants' utilization of such business practices constitutes unfair, unlawful
16 competition and provides an unfair advantage over Defendants' competitors.

17 **86.** The acts complained of herein occurred within the last four years preceding the
18 filing of the complaint in this action.

19 **87.** Defendants have engaged in unlawful, deceptive and unfair business practices,
20 as proscribed by California Business and Professions Code section 17200 *et seq.*, including
21 those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum
22 working condition standards and conditions due to them under the California laws and IWC
23 Wage Orders as specifically described therein.

24 **88.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class
25 and Subclasses who are similarly situated, full restitution of monies, as necessary and
26 according to proof, to restore any and all monies withheld, acquired and/or converted by the
27 Defendants by means of the unfair practices complained of herein.

28 **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for themselves and all others on

1 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 2 1. For an order certifying the proposed Class;
- 3 2. For an order appointing Plaintiff as the representative of the Class as described
- 4 herein;
- 5 3. For an order appointing counsel for Plaintiff as counsel for the Class;
- 6 4. Upon the First Cause of Action, for all meal period and rest break wages owed,
- 7 and for costs and attorneys' fees;
- 8 5. Upon the Second Cause of Action, for all minimum and overtime wages owed,
- 9 and for costs and attorney's fees;
- 10 6. Upon the Third for all vested for all vested vacation wages pursuant to Labor
- 11 Code § 227.3, and for costs and attorney's fees;
- 12 7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute
- 13 as set forth in California Labor Code section 226, and for costs and attorneys'
- 14 fees;
- 15 8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time
- 16 wages according to proof pursuant to California Labor Code section 203;
- 17 9. Upon the Sixth Cause of Action, for compensatory damages pursuant to
- 18 California Labor Code § 1197.5(h) in an amount to be ascertained at trial, and
- 19 for liquidated damages pursuant to California Labor Code § 1197.5(h);
- 20 10. Upon the Seventh Cause of Action, for declaratory relief, and for preliminary
- 21 and permanent injunctive relief enjoining Defendants from violating California
- 22 Labor Code § 1197.5 *et seq.* by discriminatorily paying its female employees
- 23 lower salary rates than those paid to their male counterparts, and from engaging
- 24 in the unfair and unlawful practices alleged herein;
- 25 11. Upon the Seventh Cause of Action, for public injunctive relief, primarily for the
- 26 benefit of the general public, including future employees, under *Vaughn v.*
- 27 *Tesla, Inc.*, 87 Cal. App. 5th 208, 232 (2023).
- 28 12. Upon the Seventh Cause of Action, for civil penalties and wages pursuant to
- statute as set forth in Labor Code section 2698 *et seq.*, for Defendants'

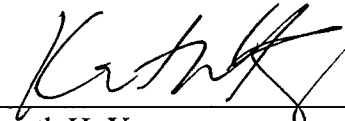
violations of Labor Code sections 201, 202, 203, 204, 216, 221, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1089, 1174(d), 1194, 1197, 1197.1, the EPA, 1198, and 2810.5, and the applicable IWC Wage Order;

13. Upon the Eighth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200 *et seq.*; and

14. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, 1194, PAGA and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: February 13, 2026

YOON LAW, APC

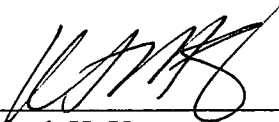

Kenneth H. Yoon
Attorneys for Plaintiff Alex Biegel

DEMAND FOR JURY TRIAL

Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: February 13, 2026

YOON LAW, APC


Kenneth H. Yoon
Attorneys for Plaintiff Alex Biegel