

David Mara, Esq. (230498)
Jill Vecchi, Esq. (299333)
Carter Cordura, Esq. (359252)
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048
Email: dmara@maralawfirm.com
jvecchi@maralawfirm.com
ccordura@maralawfirm.com

Assigned for All Purposes
Judge William Claster
CX-101

Attorneys for LEXIE WEISS on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

LEXIE WEISS on behalf of herself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

THE DONUTTERY INC.; and DOES 1-
100,

Defendants.

Case No. 30-2026-01547923-CU-OE-CXC

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages Owed;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 5-2001(11); Cal. Code Regs., tit. 8 § 11050);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 5-2001(12); Cal. Code Regs. Title 8 § 11050);
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code §§ 226, 1174, 1175)
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Cal. Lab. Code §§201-203); and
- 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)

DEMAND FOR JURY TRIAL

1 Plaintiff LEXIE WEISS (“Plaintiff”), on behalf of herself, all others similarly situated, and on
2 behalf of the general public, complain of Defendant THE DONUTTERY INC. (“Defendant” or
3 “THE DONUTTERY”) and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to *California Code of Civil Procedure* section 382 on behalf
5 of Plaintiff LEXIE WEISS and all non-exempt hourly employees who are presently or were
6 formerly employed by THE DONUTTERY and/or DOES and/or their subsidiaries or
7 affiliated companies and/or predecessors within the State of California.

8 2. THE DONUTTERY is a donut eatery.

9 3. THE DONUTTERY operates out of at least one location in Orange County.

10 4. THE DONUTTERY employs non-exempt hourly employees to work at its locations.

11 5. Throughout the time period that includes the four years prior to filing this action to the
12 present (the “Statutory Period”), THE DONUTTERY and/or DOES have maintained
13 uniform policies that violate the wage and hour rights of Plaintiff and similarly situated
14 hourly non-exempt employees in the manner complained of herein.

15 6. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
16 exempt employees, THE DONUTTERY and/or DOES fail to pay Plaintiff and the Class
17 Members all straight time and overtime wages owed.

18 7. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
19 exempt employees, THE DONUTTERY and/or DOES fail to provide Plaintiff and the
20 Class Members with meal periods that comply with California law and failed to authorize
21 and permit rest periods that comply with California law.

22 8. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
23 exempt employees, THE DONUTTERY and/or DOES require Ms. Weiss and Class
24 Members to work through their meal periods thereby denying Ms. Weiss and Class
25 Members of the right to be completely free from employer control under California law.

26 9. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
27 exempt employees, Ms. Weiss and Class Members are not free of all work duties and/or
28 employer control during meal periods.

- 1 10. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
2 exempt employees, THE DONUTTERY and/or DOES have a consistent policy and/or
3 practice of not providing net ten-minute rest periods to Ms. Weiss and all Class Members
4 and/or providing compensation in lieu thereof.
- 5 11. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
6 exempt employees, THE DONUTTERY and/or DOES breach the legal duty to provide rest
7 periods to employees by imposing a continuous and consistent policy requiring Ms. Weiss
8 and Class Members to keep working during their rest periods, thereby denying Ms. Weiss
9 and Class Members of the right to be completely free from employer control under
10 California law.
- 11 12. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
12 exempt employees, employees are not free of all work duties and/or employer control
13 during rest periods.
- 14 13. Throughout the Statutory Period and through uniform policies applicable to all non-
15 exempt, hourly employees, THE DONUTTERY and/or DOES have had a consistent policy
16 and/or practice of failing to itemize the amount of accrued/available sick leave hourly, non-
17 exempt employees have on wage statements each pay period.
- 18 14. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
19 exempt employees, THE DONUTTERY and/or DOES knowingly and intentionally
20 provide wage statements to employees that fail to specifically itemize everything required
21 under *California Labor Code* section 226(a).
- 22 15. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
23 exempt employees, THE DONUTTERY and/or DOES willfully fail to pay all wages due
24 at the termination of employment.
- 25 16. Plaintiff LEXIE WEISS, on behalf of herself and all of THE DONUTTERY'S and/or
26 DOES' hourly non-exempt employees employed at any time during the Statutory Period
27 brings this action pursuant to *California Labor Code* Sections 201-203, 218, 218.5, 222,
28 223, 224, 226, subd. (b), 226.3, 226.7, 510, 512, 515, 558, 1194, 1194.2, 1197, 2802, and

1 *California Code of Regulations*, Title 8, sections 11050 and 3395, seeking unpaid wages,
2 overtime, meal and rest period compensation, penalties, injunctive and other equitable
3 relief, and reasonable attorneys' fees and costs.

4 17. Plaintiff LEXIE WEISS, on behalf of herself and all of THE DONUTTERY'S and/or
5 DOES' hourly non-exempt employees employed at any time during the Statutory Period,
6 pursuant to *California Business and Professions Code* sections 17200-17208, also seeks
7 injunctive relief, restitution, and disgorgement of all benefits THE DONUTTERY and/or
8 DOES enjoyed from their failure to pay all straight time wages, overtime wages, and meal
9 and rest period compensation.

10 I. VENUE

11 18. Venue as to each Defendant, THE DONUTTERY, and/or DOES, is proper in this judicial
12 district, pursuant to *California Code of Civil Procedure* section 395. Defendant THE
13 DONUTTERY and/or DOES conduct business and commit *California Labor Code*
14 violations within Orange County, and each Defendant and/or DOE is within California for
15 service of process purposes. The unlawful acts alleged herein have a direct effect on
16 Plaintiff and those similarly situated within the State of California and within Orange
17 County. Defendant THE DONUTTERY and/or DOES employ numerous Class members
18 who work in Orange County, in California.

20 II. PARTIES

21 A. Plaintiffs.

22 19. Throughout the Statutory Period, Plaintiff LEXIE WEISS is and was a resident of
23 California. During the Statutory Period, Plaintiff LEXIE WEISS was employed by
24 Defendant THE DONUTTERY and/or DOES in California as an hourly non-exempt
25 employee and performed work in Orange County.

26 20. Plaintiff and the proposed class of similarly situated hourly, non-exempt employees are
27 covered by, inter alia, California IWC Occupational Wage Order No. 5-2001, and
28 California Code of Regulations, Title 8, section 11050.

1 **B. Defendants.**

2 21. THE DONUTTERY is a donut eatery.

3 22. THE DONUTTERY operates out of at least one location in Orange County.

4 23. THE DONUTTERY employs non-exempt hourly employees to work at its locations.

5 24. THE DONUTTERY employed Plaintiff and similarly situated hourly non-exempt
6 employees in California.

7 25. The true names and capacities, whether individual, corporate, associate, or otherwise, of
8 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
9 these Defendants by such fictitious names under *California Code of Civil Procedure*
10 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendants designated herein as a DOE is legally responsible in some manner for the
12 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
13 to reflect the true names and capacities of the Defendants designated hereinafter as DOES
14 when such identities become known.

15 26. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
16 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
17 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
18 and the acts of each Defendants and/or DOES are legally attributable to the other
19 Defendants and/or DOES.

20 **III. CLASS ACTION ALLEGATIONS**

21 27. Plaintiff brings this action on behalf of herself and all others similarly situated as a class
22 action pursuant to section 382 of the *California Code of Civil Procedure*. Plaintiff seeks to
23 represent a Class composed of and defined as follows:

24
25 All individuals who are employed or have been employed by
26 Defendant in the State of California as hourly non-exempt
27 employees at any time during the period of the relevant statute of
28 limitations. ("Class Members")

1
2 Plaintiff also seeks to represent the following Subclasses composed of and defined as
3 follows:

4
5 All Class Members who worked one (1) or more shifts in excess of
6 five (5) hours.

7
8 All Class Members who worked one (1) or more shifts in excess of
9 six (6) hours.

10
11 All Class Members who worked one (1) or more shifts in excess of
12 ten (10) hours.

13
14 All Class Members who worked one (1) or more shifts in excess of
15 twelve (12) hours.

16
17 All Class Members who worked one (1) or more shifts in excess of
18 two (2) hours.

19
20 All Class Members who worked one (1) or more shifts in excess of
21 three (3) hour and one-half hours, but less than or equal to six (6)
22 hours.

23
24 All Class Members who worked one (1) or more shifts in excess of
25 six (6) hours, but less than or equal to ten (10) hours.

26
27 All Class Members who worked one (1) or more shifts in excess of
28 ten (10) hours.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

All Class Members who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All Class Members who were not paid wages for meal periods.

All Class Members who were not paid for all time during which they were subject to the control of Defendant and/or suffered or permitted to work for Defendant during the relevant period of the statute of limitations.

All Class Members who were not provided reporting time pay.

All Class Members who had wages unlawfully deducted.

All Class Members who were not provided with accurate itemized wage statements.

All Class Members who separated their employment from Defendants.

28. Plaintiff reserves the right under *California Rules of Court*, Rule 1855, subdivision (b), to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.
29. This action has been brought and may properly be maintained as a class action under the provisions of *California Code of Civil Procedure* section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

1 **A. Numerosity.**

2 30. The potential members of the Class as defined are so numerous that joinder of all the
3 members of the Classes is impracticable. While the precise number of Class Members has
4 not been determined at this time, Plaintiff is informed and believes that THE
5 DONUTTERY and/or DOES currently employ, and during the liability period employed,
6 over one hundred (100) Class Members in Orange County during the liability period and
7 who are or have been affected by THE DONUTTERY'S and/or DOES' policies of wage
8 theft, failure to pay all straight and overtime wages owed, failure to provide meal and/or
9 rest periods without the appropriate legal compensation, willful failure to pay all wages
10 due at time of separation from employment, and knowing and intentional failure to provide
11 accurate and itemized employee wage statements.

12 31. Accounting for employee turnover during the relevant periods increases this number
13 substantially. Upon information and belief, Plaintiff alleges THE DONUTTERY'S and/or
14 DOES' employment records will provide information as to the number and location of all
15 Class Members. Joinder of all members of the proposed Class is not practicable.

16 **B. Commonality.**

17 32. There are questions of law and fact common to the Class that predominate over any
18 questions affecting only individual Class members. These common questions of law and
19 fact include, without limitation:

20 (1) Whether THE DONUTTERY and/or DOES violated the
21 *California Labor Code* and/or applicable IWC Wage Orders in failing to
22 pay its employees all earned wages at the regular rate for all hours worked.

23 (2) Whether THE DONUTTERY and/or DOES violated the
24 *California Labor Code* and/or applicable IWC Wage Orders in failing to
25 pay its employees all earned wages at the overtime rate for all overtime
26 hours worked.

27 (3) Whether THE DONUTTERY and/or DOES uniform
28 policies and/or practices pressured and/or incentivized employees to forgo

1 taking meal and/or rest periods.

2 (4) Whether THE DONUTTERY and/or DOES violated
3 *California Labor Code* section 226.7, IWC Wage Order No. 5-2001 or other
4 applicable IWC Wage Orders, and/or *California Code of Regulations*, Title
5 8, section 11050, by failing to authorize, permit, and/or provide thirty-
6 minute meal periods to its employees before the end of the fifth hour worked
7 and/or failing to pay said employees one (1) hour of pay at the employee's
8 regular rate of compensation for each work day that the rest period was not
9 authorized, permitted and/or provided.

10 (5) Whether THE DONUTTERY and/or DOES violated
11 *California Labor Code* section 226.7, IWC Wage Order No. 5-2001 or other
12 applicable IWC Wage Orders, and/or *California Code of Regulations*, Title
13 8, section 11050, by failing to authorize, permit, and/or provide rest periods
14 to its employees for every four (4) hours or major fraction thereof worked
15 and/or failing to pay said employees one (1) hour of pay at their regular rate
16 of compensation for each work day that the rest period was not authorized,
17 permitted and/or provided.

18 (6) Whether THE DONUTTERY and/or DOES violated Labor
19 Code section 246 by having uniform policies and/or practices of failing to
20 provide employees wage statements itemizing the amount of
21 accrued/available sick leave.

22 (7) Whether THE DONUTTERY and/or DOES have uniform
23 policies and/or practices of failing to provide employees accurate and
24 itemized wage statements.

25 (8) Whether THE DONUTTERY and/or DOES willfully fail to
26 pay, in a timely manner, wages owed to members of the proposed Class who
27 left THE DONUTTERY'S and/or DOES' employ or who were terminated.

28 (9) Whether THE DONUTTERY and/or DOES have uniform

1 policies and/or practices of failing to timely pay all wages owed to
2 employees who left THE DONUTTERY'S and/or DOES' employ or who
3 were terminated.

4 33. The answer to each of these respective questions will generate a common answer capable
5 of resolving class-wide liability in one stroke.

6 34. Said common questions predominate over any individualized issues and/or questions
7 affecting only individual members.

8 **C. Typicality.**

9 35. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff
10 and all members of the proposed Class sustained injuries and damages arising out of and
11 caused by THE DONUTTERY'S and/or DOES' common course of conduct in violation
12 of laws and regulations that have the force and effect of law and statutes as alleged.

13 36. Plaintiff LEXIE WEISS was subjected to the same uniform policies and/or practices
14 complained of herein that affected all such employees. Thus, as LEXIE WEISS was
15 subjected to the same unlawful policies and practices as all employees, her claims are
16 typical of the class she seeks to represent.

17 **D. Adequacy of Representation.**

18 37. Plaintiff will fairly and adequately represent and protect the interests of the members of the
19 Class.

20 38. Plaintiff is ready and willing to take the time necessary to help litigate this case.

21 39. Plaintiff has no conflicts that will disallow her to fairly and adequately represent and
22 protect the interests of the members of the Class.

23 40. Counsel who represent Plaintiff are competent and experienced in litigating large
24 employment class actions.

25 41. Specifically, David Mara, Esq., Jill Vecchi, Esq., and Carter Cordura, Esq., of Mara Law
26 Firm, PC are California lawyers in good standing.

27 42. The lawyers at Mara Law Firm have been named class counsel in numerous cases.

28 43. Mara Law Firm, PC's practice is primarily focused on representing classes, large and small,

on the basis of California Labor Code and IWC Wage Order Violations similar to those alleged herein. The attorneys at the firm are also frequently called upon to and do author amicus briefs on behalf of the Consumer Attorneys of California on cases in the appellate courts and Supreme Court of California involving important issues relating to those alleged herein.

44. Mara Law Firm, PC has the resources to take this case to trial and judgment, if necessary.

45. Mara Law Firm, PC has the experience, ability, and ways and means to vigorously prosecute this case.

E. Superiority of Class Action.

46. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of THE DONUTTERY'S and/or DOES' illegal policies and/or practices of failing to pay all straight time and overtime wages owed, failing to permit or authorize rest periods, failing to provide meal periods, failing to provide itemized wage statements, failing to pay all wages due at termination, and violations of California's *Unfair Competition Law*.

47. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

48. Because such common questions predominate over any individualized issues and/or questions affecting only individual members, class resolution is superior to other methods for fair and efficient adjudication.

///

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES: Failure to Pay All Straight Time Wages

49. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

50. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked.

51. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the pay of less than a statutory or contractual wage scale. *Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

52. Plaintiff and those similarly situated Class Members were employed by THE DONUTTERY and/or DOES at all relevant times. THE DONUTTERY and/or DOES were required to compensate Plaintiff and the Class Members for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

53. IWC Wage Order 5-2001 section (5) requires employers to pay reporting time pay. "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, but in no

- 1 event for less than two (2) hours nor more than four (4) house, at the employee's regular
2 rate of pay, which shall not be less than the minimum wage." IWC Wage Order 5-2001(5).
- 3 54. In addition, "[w]hen an employee works a split shift, one (1) hour's pay at the minimum
4 wage shall be paid in addition to the minimum wages for that workday, except when the
5 employee resides at the place of employment." Wage Order 5, Section 4(C). A split shift
6 is a work schedule that is interrupted by non-paid and non-working time periods established
7 by the employer.
- 8 55. THE DONUTTERY and/or DOES have had a continuous policy of not paying Plaintiff
9 and those similarly situated for all hours worked. Specifically, THE DONUTTERY and/or
10 DOES have a continuous and consistent policy of requiring employees to work before
11 clocking in, after clocking out, and during meal periods. In addition, the timeclock that
12 Plaintiff and the Class Members are required to clock in and out on is located in the back
13 of the store. Plaintiff and the Class Members have to walk through the store prior to
14 clocking in and after clocking out. Plaintiff and the Class Members are not paid for this
15 time. THE DONUTTERY and/or DOES further do not pay Plaintiff and the Class
16 Members for their rest period time.
- 17 56. Moreover, THE DONUTTERY and/or DOES require Plaintiff and the Class Members to
18 work split shifts but fail to pay Plaintiff and the Class Members one hours' pay for these
19 shifts.
- 20 57. THE DONUTTERY and/or DOES have a continuous and consistent policy of failing to
21 pay full wages to Plaintiff and the Class Members by deducting a portion of the wages
22 earned by Plaintiff and the Class Members when they worked through their meal periods,
23 are not relieved of all work duties during their meal periods and/or when THE
24 DONUTTERY recorded a meal period for Plaintiff and the Class Members when no meal
25 period was taken.
- 26 58. THE DONUTTERY and/or DOES have a continuous and consistent policy of clocking-
27 out Plaintiff and those similarly situated for a thirty (30) minute meal period and/or
28 otherwise recording a meal period, even though Plaintiff and all members of the Class work

1 through their meal periods and/or were subject to THE DONUTTERY'S control during
2 meal periods. Thus, THE DONUTTERY and/or DOES do not pay Plaintiff and each and
3 every member of the Class for all time worked each and every day they work without a
4 meal period and have time deducted.

5 59. Further, THE DONUTTERY and/or DOES fail to pay Plaintiff and the Class Members all
6 sick pay at the regular rate of pay.

7 60. THE DONUTTERY'S and/or DOES' failure to pay Ms. Weiss and the Class Members for
8 all hours they worked while under THE DONUTTERY'S and/or DOES' control and/or
9 while they were suffered or permitted to work has resulted in Ms. Weiss and the Class
10 Members being deprived of straight time and/or overtime wages throughout the Statutory
11 Period.

12 61. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
13 result of THE DONUTTERY'S and/or DOES' uniform policies and/or practices, Plaintiff
14 and the Class Members have suffered, and continue to suffer, substantial unpaid wages,
15 and lost interest on such wages, and expenses and attorneys' fees in seeking to compel
16 THE DONUTTERY and/or DOES to fully perform their obligations under state law, all to
17 their respective damage in amounts, according to proof at trial.

18 62. As a direct result of THE DONUTTERY'S and/or DOES' policy of illegal wage theft,
19 Plaintiff and those similarly situated have been damaged in an amount to be proven at trial.

20 63. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
21 below.

22 **SECOND CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES: Failure**
23 **to Pay All Overtime Wages**

24 64. Plaintiff and those similarly situated Class members hereby incorporate by reference each
25 and every other paragraph in this Complaint herein as if fully plead.

26 65. It is fundamental that an employer must pay its employees for all overtime hours worked.
27 *California Labor Code* section 510 states that eight hours of labor constitutes a day's work.
28 Any work in excess of eight hours in one workday and any work in excess of 40 hours in

1 any one workweek and the first eight hours worked on the seventh day of work in any one
2 workweek shall be compensated at the rate of no less than one and one-half times the
3 regular rate of pay for an employee.

4 66. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours
5 in one day shall be compensated at the rate of no less than twice the regular rate of pay for
6 an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
7 workweek shall be compensated at the rate of no less than twice the regular rate of pay of
8 an employee.

9 67. THE DONUTTERY and/or DOES fail to pay all overtime when Plaintiff and Class
10 Members worked over eight (8) hours per day and when Plaintiff and Class Members
11 worked over forty (40) hours per week. Plaintiff and Class Members frequently worked
12 over eight (8) hours per day or over forty (40) hours per week.

13 68. THE DONUTTERY and/or DOES fail to pay all double time when Plaintiff and Class
14 Members worked over twelve (12) hours per day.

15 69. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment
16 of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage.
17 *California Labor Code* section 223 prohibits the payment of less than a statutory or
18 contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less
19 than the minimum wage. *California Labor Code* section 224 only permits deductions from
20 wages when the employer is required or empowered to do so by state or federal law or
21 when the deduction is expressly authorized in writing by the employee for specified
22 purposes that do not have the effect of reducing the agreed upon wage.

23 70. THE DONUTTERY and/or DOES fail to pay overtime when employees worked over eight
24 (8) hours per day and when employees worked over forty (40) hours per week.

25 71. THE DONUTTERY and/or DOES have a continuous policy of not paying Plaintiff and the
26 Class Members for all overtime hours worked.

27 72. THE DONUTTERY and/or DOES have a continuous policy of not paying Plaintiff and the
28 Class Members for all hours worked. Specifically, THE DONUTTERY and/or DOES have

1 a continuous and consistent policy of requiring employees to work before clocking in, after
2 clocking out, and during meal periods. In addition, the timeclock that Plaintiff and the Class
3 Members clock in and out on is located in the back of the store. Plaintiff and the Class
4 Members have to walk through the store prior to clocking in and after clocking out. Plaintiff
5 and the Class Members are not paid for this time. THE DONUTTERY and/or DOES
6 further do not pay Plaintiff and the Class Members for their rest period time. When
7 employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

8 73. In addition, THE DONUTTERY and/or DOES have had a continuous policy of not paying
9 Plaintiff and the Class Members for all hours worked in that THE DONUTTERY and/or
10 DOES continuously and consistently clocked Plaintiff and the Class Members out for a
11 meal period and/or otherwise recorded a meal period, even though Plaintiff and the Class
12 Members work through their meal periods, were unable to take meal periods, and/or were
13 not free of all work duties and employer controls during meal periods. Thus, THE
14 DONUTTERY and/or DOES shave/steal earned wages from Plaintiff and the Class
15 Members every day they work without a meal period and have time deducted. When
16 employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

17 74. Moreover, THE DONUTTERY failed to pay Plaintiff and the Class Members at the
18 appropriate regular rate of pay for all overtime hours worked. THE DONUTTERY and/or
19 DOES fail to incorporate bonuses and/or other non-hourly compensation employees were
20 paid when calculating employees' regular rate of pay for purposes of paying overtime
21 compensation.

22 75. Plaintiff and those similarly situated Class members were employed by THE
23 DONUTTERY and/or DOES at all relevant times. THE DONUTTERY and/or DOES were
24 required to compensate Plaintiff and Class Members for all overtime hours worked and
25 were prohibited from making deductions that had the effect of reducing the agreed upon
26 wage.

27 76. THE DONUTTERY and/or DOES fail to pay for the overtime that was due, pursuant to
28 IWC Wage Order No. 5-2001, item 3(A).

1 77. Defendant fails to pay for all time during which Plaintiff and Class Members work
2 throughout their shifts. For shifts that are eight hours in length, the time during which
3 employees are uncompensated before clocking in, after clocking out, and/or during meal
4 periods but under Defendant's control, should be, but was not, paid at the applicable
5 overtime rate.

6 78. Plaintiff and the Class members are informed and believe and thereon allege that as a direct
7 result of THE DONUTTERY'S and/or DOES' uniform policies and/or practices, Plaintiff
8 and the Class Members have suffered, and continue to suffer, substantial unpaid overtime
9 wages, and lost interest on such overtime wages, and expenses and attorneys' fees in
10 seeking to compel THE DONUTTERY and/or DOES to fully perform their obligations
11 under state law, all to their respective damage in amounts according to proof at time of
12 trial. THE DONUTTERY and/or DOES commit the acts alleged herein knowingly and
13 willfully, with the wrongful and deliberate intention on injuring Plaintiff and the Class
14 Members. THE DONUTTERY and/or DOES act with malice or in conscious disregard of
15 Plaintiff's and the Class Members' rights. In addition to compensation, Plaintiff is also
16 entitled to any penalties allowed by law.

17 79. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
18 below.

19 **THIRD CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES: Failure to**
20 **Provide Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC**
Wage Order No. 5-2001(11); Cal. Code Regs., tit. 8, § 11050)

21 80. Plaintiff and those similarly situated Class members hereby incorporate by reference each
22 and every other paragraph in this Complaint herein as if fully plead.

23 81. Under *California Labor Code* section 512 and IWC Wage Order No. 5-2001, no employer
24 shall employ any person for a work period of more than five (5) hours without providing a
25 meal period of not less than thirty (30) minutes. During this meal periods of not less than
26 thirty (30) minutes, the employee is to be completely free of the employer's control and
27 must not perform any work for the employer. If the employee does perform work for the
28

- 1 employer during the thirty (30) minute meal period, the employee has not been provided a
2 meal period in accordance with the law. Also, the employee is to be compensated for any
3 work performed during the thirty (30) minute meal period.
- 4 82. In addition, an employer may not employ an employee for a work period of more than ten
5 (10) hours per day without providing the employee with another meal period of less than
6 thirty (30) minutes.
- 7 83. Under *California Labor Code* section 226.7, if the employer does not provide an employee
8 a meal period in accordance with the above requirements, the employer shall pay the
9 employee one (1) hour of pay at the employee's regular rate of compensation for each
10 workday that the meal period is not provided.
- 11 84. THE DONUTTERY and/or DOES fail to provide thirty (30) minute, uninterrupted meal
12 periods to Plaintiff and Class Members who worked for work periods of more than five (5)
13 consecutive hours. As such, Plaintiff and Class Members were required to work over five
14 (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted,
15 duty-free meal period within that time.
- 16 85. THE DONUTTERY and/or DOES fail to provide thirty (30) minute, uninterrupted meal
17 periods to Plaintiff and Class Members for every five (5) continuous hours worked.
- 18 86. Further, THE DONUTTERY and/or DOES breach the legal duty to provide meal periods
19 to employees by imposing a continuous and consistent policy requiring Plaintiff and the
20 Class Members to keep working during their meal periods, thereby denying Plaintiff and
21 the Class Members of the right to be completely free from employer control under
22 California law.
- 23 87. When employees are able to take meal periods, Plaintiff and the Class Members are not
24 free of all work duties and/or employer control during meal periods. For example, Plaintiff
25 and the Class Members' would be interrupted during their meal periods for work-related
26 purposes.
- 27 88. In addition, THE DONUTTERY and/or DOES instituted a consistent policy/practice of
28 not providing compliant first meal periods to Plaintiff and the Class Members and/or

1 providing compensation in lieu thereof. Specifically, Plaintiff and the Class Members were
2 not provided with meal periods prior to the end of their fifth hour of work. THE
3 DONUTTERY and/or DOES, however, would clock Plaintiff and the Class Members out
4 for a meal period prior to the end of the fifth hour of work so Plaintiff's and the Class
5 Members' time records show a compliant meal period even though a compliant meal period
6 was not provided. Therefore, THE DONUTTERY and/or DOES did not provide lawful
7 meal periods to Plaintiff and the Class Members.

8 89. THE DONUTTERY and/or DOES did not have a policy of providing a second meal period
9 before the end of the tenth hour.

10 90. In addition, when THE DONUTTERY and/or DOES do pay meal period premiums, THE
11 DONUTTERY and/or DOES fail to pay these premiums to Plaintiff and the Class Members
12 at the appropriate regular rate of pay.

13 91. Failing to provide compensation for such unprovided or improperly provided meal periods,
14 as alleged above, THE DONUTTERY and/or DOES willfully violate the provisions of
15 *California Labor Code* sections 226.7, 512, and IWC Wage Order No. 5-2001.

16 92. As a result of the unlawful acts of THE DONUTTERY and/or DOES, Plaintiff and the
17 Class she seeks to represent have been deprived of premium wages, in amounts to be
18 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
19 thereon, attorneys' fees and costs, pursuant to *California Labor Code* section 226.7, and
20 IWC Wage Order No. 5-2001. Plaintiff and the Class she seeks to represent did not
21 willfully waive their right to take meal periods through mutual consent with THE
22 DONUTTERY and/or DOES.

23 93. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
24 below.

25 **FOURTH CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES: Failure**
26 **to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 5-2001(12);**
27 **Cal. Code Regs. Title 8 § 11050)**

28 94. Plaintiff and those similarly situated Class members hereby incorporate by reference each

1 and every other paragraph in this Complaint herein, as if fully plead.

2 95. Under IWC Wage Order No. 5-2001, every employer shall authorize and permit all
3 employees to take rest periods, “[t]he authorized rest period time shall be based on the total
4 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked
5 or major fraction thereof.” IWC Wage Order 5-2001(12). The time spent on rest periods
6 “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

7 96. Under *California Labor Code* section 226.7, if the employer does not provide an employee
8 a rest period in accordance with the above requirements, the employer shall pay the
9 employee one (1) hour of pay at the employee’s regular rate of compensation for each
10 workday that the meal period is not provided.

11 97. At all relevant times, THE DONUTTERY and/or DOES fail to authorize and/or permit rest
12 period time based upon the total hours worked daily at the rate of ten (10) minutes net rest
13 time per four (4) hours or major fraction thereof.

14 98. Further, when Plaintiff and the Class Members are required to work eight (8) to twelve (12)
15 hour shifts, they are not provided with first, second and/or third rest breaks free of
16 employer’s control.

17 99. THE DONUTTERY and/or DOES fail to provide paid rest periods to Plaintiff and the
18 Class Members.

19 100. THE DONUTTERY and/or DOES breached the legal duty to provide rest periods to
20 employees by imposing a continuous and consistent policy of failing to provide sufficient
21 staffing so that Plaintiff and the Class Members could freely take their net ten (10) minute
22 rest periods.

23 101. When Plaintiff and the Class Members are able to take a rest period, Plaintiff and the Class
24 Members are not relieved of all duties and/or employer control during their rest periods.
25 During rest periods, Plaintiff and the Class Members are not allowed to leave the work
26 premises. In addition, during Plaintiff’s and the Class Members’ rest periods, THE
27 DONUTTERY and/or DOES would interrupt their rest periods to discuss work issues
28 and/or concerns.

102. In addition, when THE DONUTTERY and/or DOES do pay rest period premiums, THE DONUTTERY and/or DOES fail to pay these premiums to Plaintiff and the Class Members at the appropriate regular rate of pay.

103. As a result of the unlawful acts of THE DONUTTERY and/or DOES, Plaintiff and the Class 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, pursuant to *California Labor Code* section 226.7, and IWC Wage Order No. 5-2001.

104. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

FIFTH CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES: Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code §§ 226, 1174, 1175; IWC Wage Order No. 5; Cal. Code Regs., Title 8, § 11050)

105. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

106. *California Labor Code* section 226(a) requires Defendant and/or DOES to, inter alia, itemize in wage statements and accurately report the total hours worked and total wages earned. THE DONUTTERY and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226, subdivision (a), on each and every wage statement provided to Plaintiff LEXIE WEISS and members of the proposed Class.

107. *California Labor Code* section 1174 requires THE DONUTTERY and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. THE DONUTTERY and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 1174. The failure of THE DONUTTERY and/or DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.

108. THE DONUTTERY and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 5-2001(7), and *California Code Regulations*, Title 8 section 11050

1 - showing, among other things, when the employee begins and ends each work period, the
2 total daily hours worked in itemized wage statements, total wages, bonuses and/or
3 incentives earned, and all deductions made.

4 109. THE DONUTTERY and/or DOES have knowingly and intentionally failed to provide
5 Plaintiff and the Class members with accurate itemized wage statements which show: “(1)
6 gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions,
7 provided that all deductions made on written orders of the employee may be aggregated
8 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which
9 the employee is paid, (7) the name of the employee and only the last four digits of his or
10 her social security number or an employee identification number other than a social
11 security number, (8) the name and address of the legal entity that is the employer and, if
12 the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
13 name and address of the legal entity that secured the services of the employer, and (9) all
14 applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate by the employee[.]” *California Labor Code* section
16 226(a).

17 110. In every pay period during the period of the relevant statute of limitations, THE
18 DONUTTERY and/or DOES knowingly and intentionally did not itemize the total hours
19 worked on wage statements as *California Labor Code* section 226 (a), requires. THE
20 DONUTTERY and/or DOES therefore knowingly and intentionally failed to itemize the
21 total hours worked on Plaintiff’s and the Class Members’ wage statements. As outlined
22 above, THE DONUTTERY and/or DOES have a continuous policy of not paying Plaintiff
23 and the Class Members for all hours worked by requiring employees to work before
24 clocking in, after clocking out, and during meal periods. In addition, the timeclock that
25 Plaintiff and the Class Members clock in and out on is located in the back of the store.
26 Plaintiff and the Class Members have to walk through the store prior to clocking in and
27 after clocking out. Plaintiff and the Class Members are not paid for this time. THE
28 DONUTTERY and/or DOES further do not pay Plaintiff and the Class Members for their

1 rest period time. As such, THE DONUTTERY and/or DOES fail to pay Plaintiff and the
2 Class Members for all time worked.

3 111. In every pay period during the period of the relevant statute of limitations, THE
4 DONUTTERY and/or DOES knowingly and intentionally failed to include all meal and
5 rest period premiums that were owed to Plaintiff and the Class Members on wage
6 statements.

7 112. *California Labor Code* section 246(i) requires, “[a]n employer shall provide an employee
8 with written notice that sets forth the amount of paid sick leave available, or paid time off
9 leave an employer provides in lieu of sick leave, for use on either the employee’s itemized
10 wage statement described in Section 226 or in a separate writing provided on the designated
11 pay date with the employee’s payment of wages.”

12 113. THE DONUTTERY and/or DOES knowingly and intentionally failed to provide
13 employees with a written notice that sets forth the amount of sick leave available for use,
14 either in employees’ itemized wage statements or in a separate writing provided to
15 employees on the designated pay date.

16 114. *California Labor Code* section 204(b) requires that “all wages earned for labor in excess
17 of the normal work period shall be paid no later than the payday for the next regular payroll
18 period.” An employer complies with section 226(a) “if hours worked in excess of the
19 normal work period during the current pay period are itemized as corrections on the
20 paystub for the next regular pay period. Any corrections set out in the subsequently issue
21 paystub shall state the inclusive dates of the pay period for which the employer is correcting
22 its initial report of hours worked.”

23 115. Throughout the statutory period, as a result of the knowing and intentional failure by THE
24 DONUTTERY to comply with itemized employee wage statement provisions, Plaintiff and
25 the Class Members have been able to reconstruct only a reasonable estimate of the hours
26 worked and have, therefore, not received full compensation.

27 116. As a direct result of THE DONUTTERY and/or DOES unlawful acts, Plaintiff and the
28 Class she seeks to represent have been damaged and are entitled to recovery of such

1 amounts, plus interest thereon, attorneys' fees, and costs, pursuant to *California Labor*
2 *Code* section 226.

3 117. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
4 below.

5 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS THE DONUTTERY AND/OR**
6 **DOES: Failure to Pay All Wages Due at the Time of Termination from Employment (Cal.**
7 **Lab. Code §§ 201-203)**

8 118. Plaintiff and those similarly situated Class members hereby incorporate by reference each
9 and every other paragraph in this Complaint herein as if fully plead.

10 119. Plaintiff LEXIE WEISS employment with THE DONUTTERY and/or DOES terminated
11 on or about September 4, 2025.

12 120. Whether Plaintiff LEXIE WEISS voluntarily or involuntarily terminated her employment
13 with THE DONUTTERY and/or DOES, THE DONUTTERY and/or DOES did not timely
14 pay her all straight time wages owed at the time of her termination.

15 121. Whether Plaintiff LEXIE WEISS voluntarily or involuntarily terminated her employment
16 with THE DONUTTERY and/or DOES, THE DONUTTERY and/or DOES did not timely
17 pay her all overtime wages owed at the time of her termination.

18 122. Whether Plaintiff LEXIE WEISS voluntarily or involuntarily terminated her employment
19 with THE DONUTTERY and/or DOES, THE DONUTTERY and/or DOES did not timely
20 pay her all meal and/or rest premium wages owed at the time of her termination.

21 123. Numerous members of the Class are no longer employed by THE DONUTTERY and/or
22 DOES. They were either fired or quit THE DONUTTERY'S and/or DOES' employ. THE
23 DONUTTERY and/or DOES did not timely pay all straight, overtime, and/or premium
24 wages owed at the time of their termination.

25 124. *California Labor Code* section 203 provides that, if an employer willfully fails to pay,
26 without abatement or reduction, in accordance with *California Labor Code* sections 201,
27 201.3, 201.5, 201.6, 201.8, 201.9, 202 and 205.5, any wages of an employee who is
28 discharged or who quits, the wages of the employee shall continue at the same rate, for up

1 to thirty (30) days from the due date thereof, until paid or until an action therefore is
2 commenced.

3 125. THE DONUTTERY and/or DOES fail to pay Plaintiff LEXIE WEISS a sum certain at the
4 time of their termination or within seventy-two (72) hours of her resignation, and have
5 failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of
6 *California Labor Code* section 203, Plaintiff LEXIE WEISS is entitled to a penalty in the
7 amount of their daily wage, multiplied by thirty (30) days.

8 126. When Plaintiff and those members of the Class who are former employees of THE
9 DONUTTERY and/or DOES separate from THE DONUTTERY'S and/or DOES' employ,
10 THE DONUTTERY and/or DOES willfully fail to pay all straight time wages, overtime
11 wages, meal period premiums, and/or rest period premiums owed at the time of
12 termination.

13 127. THE DONUTTERY'S and/or DOES' failure to pay said wages to Plaintiff LEXIE WEISS
14 and members of the Class she seeks to represent, was willful in that THE DONUTTERY
15 and/or DOES and each of them knew the wages to be due, but failed to pay them.

16 128. As a consequence of THE DONUTTERY'S and/or DOES' willful conduct in not paying
17 wages owed at the time of separation from employment, Plaintiff LEXIE WEISS and
18 members of the proposed Class are entitled to thirty (30) days' worth of wages as a penalty
19 under *California Labor Code* section 203, together with interest thereon and attorneys' fees
20 and costs.

21 129. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
22 below.

23 **SEVENTH CAUSE OF ACTION AGAINST THE DONUTTERY AND/OR DOES:**
24 **Violation of Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

25 130. Plaintiff and those similarly situated Class members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.

27 131. THE DONUTTERY and/or DOES failure to pay all straight time wages earned for all
28 hours worked, failure to provide compliant meal and/or rest breaks and/or compensation in

1 lieu thereof, failure to itemize and keep accurate records, and failure to pay all wages due
2 at time of termination, as alleged herein, constitutes unlawful activity prohibited by
3 California Business and Professions Code section 17200, et seq.

4 132. The actions of THE DONUTTERY and/or DOES in failing to pay Plaintiff and members
5 of the proposed Class in a lawful manner, as alleged herein, constitutes false, unfair,
6 fraudulent, and deceptive business practices, within the meaning of California Business
7 and Professions Code section 17200, et seq.

8 133. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
9 practices in order to prevent future damage, for which there is no adequate remedy at law,
10 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
11 members of the general public actually harmed and as a representative of all others subject
12 to THE DONUTTERY and/or DOES unlawful acts and practices.

13 134. As a result of their unlawful acts, THE DONUTTERY and/or DOES have reaped and
14 continue to reap unfair benefits at the expense of Plaintiff and the proposed Class she seeks
15 to represent. THE DONUTTERY and/or DOES should be enjoined from this activity and
16 made to disgorge these ill-gotten gains and restore Plaintiff and the members of the
17 proposed Class pursuant to Business and Professions Code section 17203. Plaintiff is
18 informed and believes, and thereon alleges, that Defendants and/or DOES are unjustly
19 enriched through their policy of not all wages owed to Plaintiff and members of the
20 proposed Class.

21 135. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
22 proposed class are prejudiced THE DONUTTERY and/or DOES unfair trade practices.

23 136. As a direct and proximate result of the unfair business practices of THE DONUTTERY
24 and/or DOES, and each of them, Plaintiff, individually and on behalf of all employees
25 similarly situated, is entitled to equitable and injunctive relief, including full restitution
26 and/or disgorgement of all wages and premium pay which have been unlawfully withheld
27 from Plaintiff and members of the proposed Class as a result of the business acts and
28 practices described herein and enjoining THE DONUTTERY and/or DOES from engaging

1 in the practices described herein.

2 137. The illegal conduct alleged herein is continuing, and there is no indication that THE
3 DONUTTERY and/or DOES will cease and desist from such activity in the future. Plaintiff
4 alleges that if THE DONUTTERY and/or DOES are not enjoined from the conduct set
5 forth in this Complaint, they will continue the unlawful activity discussed herein.

6 138. Plaintiff further requests that the Court issue a preliminary and permanent injunction
7 prohibiting THE DONUTTERY and/or DOES from continuing to not pay Plaintiff and the
8 members of the proposed Class straight time wages, overtime wages, meal period
9 premiums, and/or rest period premiums as discussed herein.

10 139. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
11 below.

12 **V. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment as follows:

- 14 A. That the Court determine that this action may be maintained as a class action;
15 B. For compensatory damages, in an amount according to proof at trial, with interest
16 thereon;
17 C. For economic and/or special damages in an amount according to proof with interest
18 thereon;
19 D. For unpaid straight and overtime time, in an amount according to proof at trial, with
20 interest thereon;
21 E. For compensation for all time worked;
22 F. For compensation for not being provided paid rest breaks;
23 G. For compensation for not being provided paid meal periods;
24 H. For damages and/or monies owed for failure to comply with itemized employee wage
25 statement provisions;
26 I. For all waiting time penalties owed;
27 J. That THE DONUTTERY and/or DOES be found to have engaged in unfair
28 competition in violation of sections 17200 et seq. of the California Business and

1 Professions Code;

2 K. That THE DONUTTERY and/or DOES be ordered and enjoined to make restitution to
3 the Class due to their unfair competition, including disgorgement of their wrongfully
4 withheld wages pursuant to California Business and Professions Code sections 17203
5 and 17204;

6 L. That an order of specific performance of all penalties owed be issued under Business
7 and Professions Code sections 17202;

8 M. For liquidated damages under the Labor Code.

9 N. That THE DONUTTERY and/or DOES be enjoined from continuing the illegal course
10 of conduct, alleged herein;

11 O. That THE DONUTTERY and/or DOES further be enjoined to cease and desist from
12 unfair competition in violation of section 17200 et seq. of the California Business and
13 Professions Code;

14 P. That THE DONUTTERY and/or DOES be enjoined from further acts of restraint of
15 trade or unfair competition;

16 Q. For attorneys' fees;

17 R. For interest accrued to date;

18 S. For costs of suit and expenses incurred herein; and

19 T. For any such other and further relief as the Court deems just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a jury trial.

22 Dated: February 17, 2026

MARA LAW FIRM, PC

23
24 

25 David Mara, Esq.

26 Jill Vecchi, Esq.

Carter Cordura, Esq.

27 Representing Plaintiff LEXIE WEISS on behalf of
28 herself, all others similarly situated, and on behalf of
the general public.