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FILED
 Superior Court of California
 County of Los Angeles
05/26/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Strano Deputy

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

Michelle Igartua, on behalf of herself, others
 similarly situated, the general public and the
 State of California as private attorney general,

Plaintiff,

vs.

Trademark Brewing, LLC, a California limited
 liability company; Sterling Steffen, an
 individual; Ilana Steffen, and individual, and
 DOES 1 through 10 inclusive;

Defendants.

CASE NO. 25STCV36654

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums)
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums)
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of California Labor Code (Failure to Timely Pay Wages)
- (6) Violation of California Labor Code §§ 226 and 1174 (Non-Compliant Wage Statements; Failure to Maintain Records)
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses)
- (8) Violation of California Labor Code § 351 (Failure to Provide Gratuities)
- (9) Violation of California Labor Code §§ 233 and 246 (Failure to Pay Sick)
- (10) Violation of California Business & Professions Code §§ 17200 *et seq.*
- (11) Violation of Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Michelle Igartua (“Plaintiff” or “Igartua”), based on facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows, individually and on behalf of other similarly situated
4 employees and on behalf of the State of California and other allegedly aggrieved employees pursuant
5 to the California Private Attorneys General Act:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant Trademark Brewing, LLC (“Trademark”
8 or the “Company”), Sterling Steffen, Ilana Steffen, and Does 1 through 10 (Defendants are
9 collectively referred to as “Defendants”) for California Labor Code violations and unfair business
10 practices stemming from Defendants’ failure to pay all wages (including minimum wages, overtime
11 wages, premium wages, sick pay wages, tips/gratuities, etc.), failure to provide uninterrupted and
12 compliant meal periods, failure to provide uninterrupted and compliant rest periods, failure to
13 indemnify necessary business expenses, and failure to furnish accurate itemized wage statements.

14 2. Plaintiff brings the First through Tenth Causes of Action individually and as a class
15 action on behalf of herself and all other employees of Defendants (hereinafter collectively referred to
16 as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiff and
17 all other California non-exempt employees of Defendants during the statute of limitations period
18 applicable to the claims pleaded here.

19 3. Plaintiff brings the Eleventh Cause of Action as a representative action under the
20 California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”) to
21 recover civil penalties that are owed to Plaintiff, the State of California, and past and present
22 employees of Defendants employed at any time within the applicable statutory period (hereinafter
23 referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and/or operate/operated an industry, business, and
25 establishment within the State of California, including Los Angeles County. As such, and based upon
26 all the facts and circumstances incident to Defendants’ business in California, Defendants are subject
27 to the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and the
28 California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants maintained a
2 systematic, company-wide policy and practice of:

- 3 a. Failing to pay employees for all hours worked, including all minimum wages,
4 overtime wages, and premium wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 b. Failing to provide employees with timely and duty-free meal periods in compliance
7 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
8 records of all meal periods taken, restricted, interrupted, or missed, and failing to
9 pay an additional hour's pay for each workday a meal period violation occurred;
- 10 c. Failing to provide employees with timely and duty-free rest periods in compliance
11 with the California Labor Code and IWC Wage Orders, and failing to pay an
12 additional hour's pay for each workday a rest period violation occurred;
- 13 d. Failing to pay (or properly pay) employees for all sick pay in compliance with the
14 California Labor Code and IWC Wage Orders;
- 15 e. Failing to pay (or properly pay) employees all tips/gratuities in compliance with
16 the California Labor Code and IWC Wage Orders;
- 17 f. Failing to indemnify employees for necessary business expenses incurred;
- 18 g. Willfully failing to pay employees all minimum wages, overtime wages, premium
19 wages, sick pay wages, and tips/gratuities due within the time period specified by
20 California law;
- 21 h. Failing to maintain accurate records of the hours that employees worked; and
- 22 i. Failing to provide employees with accurate, itemized wage statements containing
23 all the information required by the California Labor Code and IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
27 herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class/Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

8. This class, representative, and individual action is brought in the Superior Court for the County of Los Angeles pursuant to California Code of Civil Procedure § 382 and California Labor Code §§ 2698 et seq. The monetary damages, civil penalties, and restitution sought by Plaintiff in this action exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, which grants the superior court “original jurisdiction in all other 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.

10. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Class Members and Aggrieved Employees in Los Angeles County, California, have their principal place of business in Los Angeles County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Los Angeles County) market so as to render the exercise of jurisdiction in California proper.

11. Pursuant to California Code of Civil Procedure §§ 395, 393(a) and/or 395.5 venue is proper in this judicial district. Los Angeles County is the proper venue, particularly because Defendants employed Plaintiff and other Class Members and Aggrieved Employees in Los Angeles County, Defendants maintain offices, have agents, employ individuals and/or transact business in Los Angeles County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Los Angeles County.

PARTIES

1 12. Plaintiff is a California resident who has worked for Defendants in Los Angeles
2 County, California, from approximately October 2024 to approximately December 2025.

3 13. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
4 if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. Am. Savings and*
5 *Loan Ass'n*, 5 Cal.3d 864, 872 (1971), *Hutcheson v. Superior Court*, 74 Cal. App. 5th 923 (2022), and
6 other applicable law.

7 14. Plaintiff is informed and believes and based upon that information and belief alleges,
8 that Defendant Trademark Brewing, LLC is:

- 9 a. A California limited liability company, with its principal place of business in Los
10 Angeles County, California.
- 11 b. A business entity conducting business in the State of California, including in Los
12 Angeles County.
- 13 c. The current employer of Plaintiff, and the current and former employer of the
14 putative Class and Aggrieved Employees. Defendants suffered and permitted
15 Plaintiff and the Class to work and/or controlled their wages, hours, or working
16 conditions.
- 17 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
18 the Class and Aggrieved Employees.

19 15. Defendant Sterling Steffen is, and at all times mentioned in this Complaint was, the
20 co-founder and an owner of Defendant Trademark Brewing, LLC.

21 16. Defendant Ilana Steffen is, and at all times mentioned in this Complaint was, the co-
22 founder and an owner of Defendant Trademark Brewing, LLC.

23 17. Defendants Sterling Steffen and Ilana Steffen are directly liable for wage and hour
24 violations suffered by Plaintiff pursuant to California Labor Code § 558.1, including because, upon
25 information and belief, Defendants Sterling Steffen and Ilana Steffen had oversight of the Company's
26 operations and managerial authority over the Company, and/or personal involvement in the alleged
27 violations herein, and/or sufficient participation in the activities of the Company, and/or influence on
28 corporate policies or practices that violated the California Labor Code.

1 18. Plaintiff does not currently know the true names or capacities of the persons or entities
2 sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
3 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
4 Plaintiff and the Class and Aggrieved Employees as alleged herein. Plaintiff will amend this
5 complaint to set forth the true names and capacities of these Defendants when they have been
6 ascertained, together with appropriate charging allegations, as may be necessary.

7 19. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each
8 of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured
9 a significant number of the Plaintiff and the Class and the Aggrieved Employees in the State of
10 California.

11 20. Plaintiff is informed and believes and thereon alleges that at all relevant times each
12 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
13 employees described in the class and Aggrieved Employees definitions below, and exercised control
14 over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and
15 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
16 partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate,
17 parent corporation, successor in interest and/or predecessor in interest of some or all of the other
18 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit,
19 and bore such other relationships to some or all of the other Defendants so as to be liable for their
20 conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon
21 alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above,
22 that each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
23 controlled, aided and abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 21. At all relevant times set forth herein, Defendants employed Plaintiff and other persons
26 as hourly-paid or non-exempt employees within the State of California, including the County of Los
27 Angeles.
28

1 22. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
2 employee, from approximately October 2024 to the present, in the State of California, County of Los
3 Angeles.

4 23. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
5 (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with
6 uninterrupted and compliant meal periods, failed to provide Plaintiff with uninterrupted and compliant
7 rest periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
8 wages to Plaintiff, failed to pay Plaintiff all sick pay wages, failed to pay Plaintiff all gratuities/tips,
9 and failed to furnish accurate wage statements. As discussed below, Plaintiff's experience working
10 for Defendants was typical and illustrative.

11 24. Defendants had the authority to hire and terminate Plaintiff and the other class and
12 subclass members and Aggrieved Employees, to set work rules and conditions governing Plaintiff's
13 and the other class and subclass members' and Aggrieved Employees' employment, and to supervise
14 their daily employment activities.

15 25. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
16 and the other class and subclass members' and Aggrieved Employees' employment for them to be
17 joint employers of Plaintiff and the other class/subclass members and Aggrieved Employees.

18 26. Defendants directly hired and paid wages, other compensation, and benefits to Plaintiff
19 and the other class/subclass members and Aggrieved Employees.

20 27. Defendants continue to employ hourly-paid or non-exempt employees within the State
21 of California.

22 28. Plaintiff and the other class/subclass members and Aggrieved Employees worked over
23 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
25 (and continue to engage) in a pattern and practice of wage abuse against their hourly-paid or non-
26 exempt employees within the State of California. This pattern and practice involved/involves, *inter*
27 *alia*, failing to pay them for all regular, overtime, minimum, sick and/or other wages earned, and for
28

1 missed, shortened, late, interrupted, restricted and/or otherwise non-compliant meal and rest periods
2 in violation of California law.

3 30. Defendants were required to pay Plaintiff and putative class/subclass members and
4 Aggrieved Employees for all their time worked, meaning the time during which an employee is
5 subject to the control of an employer, including all the time the employee is suffered or permitted to
6 work. Defendants required Plaintiff and class and subclass members and Aggrieved Employees to
7 work without paying them for all the time they are or were under Defendants' control. Among other
8 things, Defendants required Plaintiff and other class and subclass members and Aggrieved Employees
9 to work while clocked out during what is supposed to be their off-duty meal breaks. Plaintiffs and
10 class and subclass members and Aggrieved Employees were also required to perform job duties off
11 the clock, including before and/or after their scheduled shifts and/or during their meal or rest breaks
12 – including, but not limited to, servicing customers, assisting with customers, communicating with
13 management, co-workers, maintenance workers, vendors, and the like related to work, completing
14 tasks and other work during breaks due to their rigorous work schedules (including lack of coverage),
15 responding to supervisors and other employees regarding work-related inquiries, assisting with
16 gratuity issues, preparing for shift start, and otherwise being required to remain available for work
17 during breaks.

18 31. Defendants knew or should have known that Plaintiff and the other class and subclass
19 members and Aggrieved Employees were entitled to receive certain wages and that they were not
20 receiving accurate compensation for all hours worked. In fact, Plaintiff and others raised these issues
21 with Defendants on multiple occasions, to no avail.

22 32. Defendants also fail to properly calculate the “regular rate of pay” for purposes of
23 calculating, *inter alia*, overtime, meal/rest break premium pay, and sick pay.

24 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
25 provide Plaintiff and the other class and subclass members and Aggrieved Employees all required,
26 legally compliant rest and meal periods during the relevant time period as required under the IWC
27 Wage Orders and thus they are entitled to any and all applicable penalties for such violations.

1 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
2 relieve Plaintiff and the other class and subclass members and Aggrieved Employees of all duties,
3 failed to relinquish control over Plaintiff and the other class and subclass members' and Aggrieved
4 Employees' activities, failed to permit Plaintiff and the other class and subclass members and
5 Aggrieved Employees a reasonable opportunity to take, and impeded, restricted (including
6 geographically), or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no
7 later than the end of their fifth hour of work for shifts lasting at least six (6) hours.

8 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
10 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
11 the other class and subclass members' and Aggrieved Employees' regular rate of pay when a meal
12 period was missed, shortened, late, interrupted, restricted to the premises and/or otherwise not
13 compliant with the requirements of applicable California law, and they did not receive all meal periods
14 or payment of one additional hour of pay at Plaintiff's and the other class and subclass members' and
15 Aggrieved Employees' regular rate of pay when a meal period was not compliant with California law.

16 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
17 provide, authorize, and permit Plaintiff and other class and subclass members and Aggrieved
18 Employees to take full, uninterrupted, off-duty, unrestricted (including geographically), and otherwise
19 legally compliant rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or
20 two full, uninterrupted, off-duty and otherwise legally compliant rest periods for every shift lasting
21 six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such
22 rest breaks in the middle of each work period.

23 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the other class and subclass members were entitled to receive
25 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class and subclass
26 members' and Aggrieved Employees' regular rate of pay when a rest period was missed, shortened,
27 late, interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the
28 requirements of applicable California law, and they did not receive all rest periods or payment of one

1 additional hour of pay at Plaintiff's and the other class and subclass members' and Aggrieved
2 Employees' regular rate of pay when a rest period was not compliant with California law.

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
4 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
5 were entitled to receive at least minimum wages for compensation and that they were not receiving at
6 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
7 *alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class and
8 subclass members and Aggrieved Employees worked off the clock performing work duties, including
9 (but not limited to) duties such as those described herein.

10 39. During the class period, pursuant to Defendants' company policies and practices,
11 Plaintiff and other class and subclass members and Aggrieved Employees were forced to forfeit
12 gratuities/tips left for them by Defendants' customers. Customers would routinely provide cash tips
13 which were meant (and reasonably appeared to be) for Plaintiff and other class and subclass members
14 and Aggrieved Employees who provided service to the customers, but the total proceeds of those
15 gratuities/tips were not remitted to the Plaintiff and the other class and subclass members and
16 Aggrieved Employees; rather, Defendants (including management) would skim part (or all) of those
17 tips for themselves. Defendants have a policy and practice of retaining for themselves a portion (or
18 all) of these gratuities and/or using a portion of these gratuities to pay managers or other employees
19 who are not entitled to gratuities, as described above. As a result, Plaintiff and class and subclass
20 members and Aggrieved Employees have not received the total proceeds of the gratuities/tips to which
21 they are entitled to under California law.

22 40. During the class period, Plaintiff and other class and subclass members and Aggrieved
23 Employees were in the "chain of service" and earned gratuities based on their service for their
24 customers. However, Plaintiff and class and subclass members and Aggrieved Employees were
25 forced to forfeit portions of their gratuities, which said gratuities were kept by Defendants and/or their
26 agents and/or otherwise distributed to employees who were not in the chain of service from which the
27 gratuity resulted. Plaintiff and other class and subclass members and Aggrieved Employees contend
28 that they were unlawfully deprived of gratuities to which they were entitled under California law with

1 respect to any and all gratuities not properly distributed to the service staff to whom the gratuity should
2 have been paid.

3 41. California Labor Code § 351 establishes the requirements for an employer regarding
4 the payment of gratuities. Specifically, gratuities are the sole property of the employees. California
5 Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or receiving
6 any portion of a gratuity. California Labor Code § 350(e) defines the term “gratuity” as including any
7 money that has been paid or given or left for an employee by a patron of a business over and above
8 the actual amount due the business for services rendered or for goods, food, drink or articles sold or
9 served to such patron. Labor Code § 353 requires employers to keep accurate records of all gratuities
10 they receive, directly or indirectly.

11 42. Although tip pooling is not expressly prohibited by the Labor Code, employees who
12 mandate tip pooling must only distribute pooled tips to employees in the “chain of service.” By
13 distributing tips to Defendants and to their agents or other employees who were not in the “chain of
14 service” as described above, Defendants have violated and continue to violate the legal requirements
15 for handling pooled tips and the holding in *O’Grady v. Merchant Exchange Productions, Inc.*, 41 Cal.
16 App. 5th 771 (2019).

17 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
19 were entitled to receive complete and accurate wage statements in accordance with California law,
20 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
21 deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours worked
22 by Plaintiff and the other class and subclass members and Aggrieved Employees; (ii) the accurate and
23 applicable rates of pay in effect during each pay period and the corresponding number of hours worked
24 at each hourly rate; (iii) the accurate gross wages and net wages earned (including correct hours
25 worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for
26 meal periods that were not provided in accordance with California law, correct wages for rest periods
27 that were not authorized or permitted in accordance with California law, correct tips/gratuities, and
28 correct sick pay wages); and (iv) complete and correct deductions. As a result of these violations of

1 California Labor Code § 226(a), the Plaintiff and class and subclass members and Aggrieved
2 Employees suffered injury because, among other things:

- 3 a. the violations led them to believe that they were not entitled to be paid minimum
4 wages, overtime wages, meal period premium wages, and rest period premium
5 wages to which they were entitled, even though they were entitled;
- 6 b. the violations led them to believe that they had been paid the minimum, overtime,
7 meal period premium, and rest period premium wages, even though they had not
8 been;
- 9 c. the violations led them to believe they were not entitled to be paid minimum,
10 overtime, meal period premium, and rest period premium wages at the correct
11 California rate even though they were;
- 12 d. the violations led them to believe they had been paid minimum, overtime, meal
13 period premium, and rest period premium wages at the correct California rate even
14 though they had not been;
- 15 e. the violations hindered them from determining the amounts of minimum, overtime,
16 meal period premium, and rest period premium owed to them;
- 17 f. the violations hindered them from taking (or believing they are allowed to take)
18 sick leave (or be paid for sick leave);
- 19 g. in connection with their employment before and during this action, and in
20 connection with prosecuting this action, the violations caused them to have to
21 perform mathematical computations to determine the amounts of wages owed to
22 them, computations they would not have to make if the wage statements contained
23 the required accurate information;
- 24 h. by understating the wages truly due them, the violations caused them to lose
25 entitlement and/or accrual of the full amount of Social Security, disability,
26 unemployment, and other governmental benefits; and
- 27 i. the wage statements inaccurately understated the wages, hours, and wages rates to
28 which Plaintiff and the class and subclass members and Aggrieved Employees

1 were entitled, and Plaintiff and the class and subclass members and Aggrieved
2 Employees were paid less than the wages and wage rates to which they were
3 entitled

4 44. Defendants also failed to keep complete and accurate employment and payroll records
5 for Plaintiff and the other class and subclass members and Aggrieved Employees in accordance with
6 California law, including Cal. Lab. Code §§ 226(a), 1174(d), and the IWC Wage Orders.

7 45. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
8 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
9 not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210
10 provides:

11 [I]n addition to, and entirely independent and apart from, any other penalty provided
12 in this article, every person who fails to pay the wages of each employee as provided
13 in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
14 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
15 each subsequent violation, or any willful or intentional violation, two hundred dollars
16 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
17 withheld.

18 46. Defendants from time to time failed to pay Plaintiff and other class and subclass
19 members and Aggrieved Employees within seven (7) days of the close of the payroll period in
20 accordance with Cal. Lab. Code § 204(d).

21 47. Defendants also either did not pay or underpaid sick pay wages to Plaintiff and other
22 class and subclass members and Aggrieved Employees, including by failing to pay such wages at the
23 regular rate of pay in violation of Cal. Lab. Code § 246.

24 48. Cal. Lab. Code § 246(1)(2) requires that paid sick time for nonexempt employees be
25 calculated by dividing the employee's total wages, not including overtime premium pay, by the
26 employee's total hours worked in the full pay periods of the prior 90 days of employment.

27 49. Defendants violated Cal. Lab. Code § 246 by failing to pay sick pay at the regular rate
28 of pay. When sick pay was paid (if it was paid), it was paid at the base or otherwise improper rate of

1 pay for Plaintiff and class and subclass members and Aggrieved Employees, as opposed to the correct,
2 higher regular rate of pay, as required under Cal. Lab. Code § 246.

3 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
4 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
5 were entitled to reimbursement for necessary business-related expenses, including (without
6 limitation), expenses related to the purchase of work supplies, equipment, and tools (including, but
7 not limited to, trash bags, pens, fans, bins, and mats), the purchase and maintenance (including
8 laundering) of various uniform items (including but not limited to shirts, jackets, hats, and shoes),
9 expenses related to complying with Defendants' dress code, and personal cell phone expenses (which
10 were used for work purposes).

11 51. Plaintiff alleges that Defendants knew or should have known that they had a duty to
12 compensate and reimburse Plaintiff and the other class and subclass members and Aggrieved
13 Employees pursuant to California law, and that Defendants had the financial ability to pay such
14 compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and
15 falsely represented to Plaintiff and the other class and subclass members and Aggrieved Employees
16 that they were properly paid all wages and reimbursements, all in order to increase Defendants'
17 profits.

18 52. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff
19 and the other class and subclass members and Aggrieved Employees for all overtime hours worked.
20 Plaintiff and the other class and subclass members and Aggrieved Employees were required to work
21 more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
22 for all overtime hours worked.

23 53. During the relevant time period, Defendants failed to provide all requisite, legally
24 compliant meal and rest periods to Plaintiff and the other class and subclass members and Aggrieved
25 Employees.

26 54. During the relevant time period, Defendants failed to pay Plaintiff and the other class
27 and subclass members and Aggrieved Employees at least minimum wages for all hours worked.
28

1 55. During the relevant time period, Defendants failed to pay all sick pay wages to Plaintiff
2 and the other class and subclass members and Aggrieved Employees in accordance with California
3 law.

4 56. During the relevant time period, Defendants failed to pay all tips/gratuities to Plaintiff
5 and other class and subclass members and Aggrieved Employees in accordance with California law.

6 57. During the relevant time period, Defendants failed to pay Plaintiff and the other class
7 and subclass members and Aggrieved Employees all wages owed to them during their employment,
8 and at the time of separation.

9 58. During the relevant time period, Defendants failed to provide complete or accurate
10 wage statements to Plaintiff and the other class and subclass members and Aggrieved Employees.

11 59. During the relevant time period, Defendants failed to keep complete and accurate
12 employment and payroll records for Plaintiff and the other class and subclass members and Aggrieved
13 Employees in accordance with California law, including Cal. Lab. Code § 1174(d).

14 60. During the relevant time period, Defendants failed to reimburse Plaintiff and the other
15 class and subclass members and Aggrieved Employees for all necessary business-related expenses
16 and costs.

17 61. As a result of the above facts, during the relevant time period, Defendants were and
18 continue to be in violation of the California Labor Code, including §§ 98.1, 200-204, 210, 216, 218.5,
19 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247, 249, 350, 351, 353, 510, 512, 516, 558,
20 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable IWC
21 Wage Orders related to these claims arising under the California Labor Code, the California Business
22 and Professions Code §§ 17200, *et seq.*, the California Civil Code §§ 3287, 3336 and 3294, the
23 California Code of Regulations, Title 8, section 11000 *et seq.* and Title 12, §§ 11040 *et seq.*; and
24 California Code of Civil Procedure § 1021.5, seeking unpaid or incorrectly paid wages and
25 compensation, unpaid meal and rest period compensation, unreimbursed expenses, penalties,
26 liquidated damages, interest, reasonable attorneys' fees and costs, and other relief.

27 62. During the relevant time period, Defendants failed to properly compensate Plaintiff
28 and the other class and subclass members and Aggrieved Employees pursuant to California law in

1 order to increase Defendants' profits. California Labor Code § 218 states that nothing in Article 1 of
2 the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
3 due to him [or her] under this article."

4 63. All of the conduct and violations alleged herein occurred during the class period and
5 PAGA period, respectively.

6 64. Defendants' illegal policies and practices were applied to Plaintiff and the other class
7 and subclass members and Aggrieved Employees, and were in effect throughout the class period and
8 PAGA period, respectively.

9 **CLASS ACTION ALLEGATIONS**

10 65. Plaintiff brings this action on her own behalf and on behalf of each and all other
11 persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure
12 § 382.

13 66. All claims alleged herein arise under California law for which Plaintiff seeks relief
14 authorized by California law.

15 67. The proposed Class is defined as follows:

16 All persons who worked for any Defendant in California as an hourly, non-exempt
17 employee at any time during the period beginning four (4) years before the filing of the
18 initial complaint in this action to final judgment.

19 68. Plaintiff also seeks to represent subclasses included in Plaintiff's class, including the
20 following:

- 21 a. All class members who were not paid at least minimum wage for all hours worked;
- 22 b. All class members who were not properly or accurately paid all overtime wages
23 owed (including, but not limited to, at their "regular rate of pay" for overtime
24 compensation) for hours worked over 8 in a day or 40 in a workweek;
- 25 c. All class members who worked more than 5 hours in a workday and were not
26 provided with a timely, uninterrupted, duty-free, and otherwise lawful meal period
27 of 30 minutes, and were not paid compensation of 1-hour of premium wages at the
28 employee's regular rate in lieu thereof;
- d. All class members who worked more than 3.5 hours in a workday and were not
authorized or permitted to take a 10-minute uninterrupted, duty-free and otherwise
lawful rest period for every 4 hours or major fraction thereof worked per day and

1 were not paid compensation of 1-hour of premium wages at the employee's regular
2 rate in lieu thereof;

3 e. All class members who were not reimbursed for all necessary business
4 expenditures;

5 f. All class members who were not accurately paid all gratuities owed;

6 g. All class members who were not accurately paid for sick pay;

7 h. All class members who did not timely receive all wages and compensation when
8 due;

9 i. All class members who were not provided with accurate and complete itemized
10 wage statements;

11 j. All class members whose records were not properly and accurately maintained/kept
12 (including employment, pay, and time records); and

13 k. All class members who were subjected to Defendants' unfair business practices.

14 69. Plaintiff reserves the right, including under California Rule of Court 3.765, to amend
15 or modify the descriptions of the Class and/or subclasses as appropriate (including to further divide
16 the Class Members into additional subclasses) and/or to add additional subclasses. Any reference
17 herein to the Class Members or Plaintiff's Class includes the members of each of the subclasses.

18 70. At all material times, Plaintiff was a member of the Class.

19 71. Plaintiff undertakes this concerted activity to improve the wages and working
20 conditions of all Class Members.

21 72. There is a well-defined community of interest in the litigation, and the Class is readily
22 ascertainable:

23 a. Numerosity: The Class and subclass members are so numerous that joinder of all
24 members would be unfeasible and impractical. The membership of the entire Class
25 and classes is unknown to Plaintiff at this time; however, upon information and
26 belief, the Class and each of the subclasses is estimated to be greater than fifty (50)
27 individuals and the identity of such membership is readily ascertainable by
28 inspection of Defendants' employment records.

- 1 b. Typicality: Plaintiff's claims are typical of all other Class and subclass members
2 as demonstrated herein. Plaintiff will fairly and adequately protect the interests of
3 the other Class and subclass members with whom they have a well-defined
4 community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
6 and subclass member with whom there is a shared, well-defined community of
7 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts
8 with or interests antagonistic to any Class and subclass members. Plaintiff's
9 attorneys, the proposed class counsel, are competent and versed in the rules
10 governing class action discovery, certification, and settlement. Plaintiff has
11 incurred, and during the pendency of this action, will continue to incur, costs and
12 attorneys' fees that have been, are, and will be necessarily expended for the
13 prosecution of this action for the substantial benefit of each class and subclass
14 member.
- 15 d. Superiority: A class action is superior to other available methods for the fair and
16 efficient adjudication of this litigation, including because joinder of all Class and
17 subclass members is impractical.
- 18 e. Public Policy Considerations: The public policy of the State of California is to
19 resolve the California Labor Code claims of many employees through a class
20 action. Certification of this lawsuit as a class action will advance public policy
21 objectives. Employers of this great state violate employment and labor laws every
22 day. Current employees are often afraid to assert their rights out of fear of direct
23 and indirect retaliation. And former employees are fearful of bringing actions
24 because they believe their former employers might damage their future endeavors
25 through negative references and/or other means. However, class actions provide
26 the class and subclass members who are not named in the complaint with a type of
27 anonymity that allows for the vindication of their rights at the same time as their
28 privacy is protected.

1 73. There are common questions of law and fact as to the class and subclass members that
2 predominate over questions affecting only individual members. The following common questions of
3 law or fact, among others, exist as to the members of the class/subclasses:

- 4 a. Whether Defendants unlawfully failed to correctly calculate and pay overtime,
5 regular, minimum and premium wages, gratuities and other compensation due to
6 class and subclass members;
- 7 b. Whether Defendants' failure to pay wages or other compensation, without
8 abatement or reduction, in accordance with the California Labor Code, was willful;
- 9 c. Whether Defendants had a corporate policy and practice of failing to pay their
10 hourly-paid or non-exempt employees within the State of California for all hours
11 worked and missed (short, late, restricted, interrupted, and/or missed altogether)
12 meal periods and rest breaks in violation of California law;
- 13 d. Whether Defendants required Plaintiff and the other class and subclass members
14 to work over eight (8) hours per day and/or over forty (40) hours per week and
15 failed to pay the legally required overtime compensation to Plaintiff and the other
16 class and subclass members;
- 17 e. Whether Defendants failed to pay overtime wages to Plaintiff and the other class
18 and subclass members for all overtime hours worked, or failed to pay such overtime
19 wages at the correct "regular rate";
- 20 f. Whether Defendants deprived Plaintiff and the other class and subclass members
21 of legally compliant meal and/or rest breaks by, among other things, failing to
22 provide them timely, uninterrupted breaks, and/or requiring them to perform any
23 work during such breaks, and/or requiring them to remain on the premises for such
24 breaks;
- 25 g. Whether Defendants failed to pay regular and minimum wages to Plaintiff and the
26 other class and subclass members for all hours worked;

- h. Whether Defendants failed to pay all wages due to Plaintiff and the other class and subclass members within the required time during their employment and at the time of separation;
- i. Whether Defendants provided accurate itemized wage statements, wage reporting, and records maintenance as required by the California Labor Code; including, *inter alia*, sections 226 and 1174;
- j. Whether Defendants failed to reimburse Plaintiff and the other class and subclass members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was intentional, willful or reckless;
- l. Whether Defendants' policies, practices, or procedures were illegal;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class and subclass members are entitled to compensatory damages pursuant to the California Labor Code.

74. In addition to meeting the statutory pre-requisites to a class action, this action is properly maintained as a class action pursuant to California Code of Civil Procedure § 382, in that:

- a. Without class certification, and determination of declaratory, injunctive, statutory and other legal questions with the class format, the prosecution of separate actions by individual members of the class and/or subclasses will create a risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the Class and/or subclasses which would establish incompatible standards of conduct for the parties opposing the class; and/or
 - ii. Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting

1 the funds available from those parties who are, or may be, responsible
2 Defendants.

3 b. The parties opposing the class have acted or refused to act on grounds generally
4 applicable to the class making appropriate class-wide relief with respect to the class
5 and/or subclasses as a whole in that Defendants failed to pay all wages due to
6 members of the class as required by law.

7 i. With respect to the unfair business practices act claim, the final relief on
8 behalf of the class and/or subclass sought does not relate exclusively to
9 restitution because through this claim Plaintiff seeks declaratory relief
10 holding that the Defendants' policy and practices constitute unfair
11 competition, along with declaratory relief, injunctive relief, and incidental
12 equitable relief as may be necessary to prevent and remedy the conduct
13 declared to constitute unfair competition

14 c. Common questions of law and fact exist as to the members of the class and
15 subclasses, with respect to the practices and violations of California law as listed
16 herein, and predominate over any question affecting only individual class and/or
17 subclass members, and a class action is superior to other available methods for the
18 fair and efficient adjudication of the controversy, including consideration of:

19 i. The interests of the members of the class and/or subclasses in individually
20 controlling the prosecution or defense of separate actions in that the
21 substantial expense of individual actions will be avoided to recover the
22 relatively small amount of economic losses sustained by the individual class
23 and/or subclass members when compared to the substantial expense and
24 burden of individual prosecution of this litigation;

25 ii. Class certification will obviate the need for unduly duplicative litigation that
26 would create the risk of:
27
28

- 1 a. Inconsistent or varying adjudications with respect to individual members
2 of the class and/or subclasses, which would establish incompatible
3 standards of conduct for the Defendants; and/or
4 b. Adjudications with respect to individual members of the class and/or
5 subclasses would as a practical matter be dispositive of the interests of
6 the other members not parties to the adjudication or substantially impair
7 or impede their ability to protect their interests;
- 8 iii. In the context of wage litigation, because a substantial number of individual
9 class and subclass members will avoid asserting their legal rights out of fear
10 of retaliation by Defendants, which may adversely affect an individual's job
11 with Defendants or with a subsequent employer, the class action is the only
12 means to assert their claims through a representative; and
- 13 iv. A class action is superior to other available methods for the fair and efficient
14 adjudication of this litigation because class treatment will obviate the need
15 for unduly and unnecessary duplicative litigation that is likely to result in the
16 absence of certification of this action pursuant to Cal. Code of Civ. Proc. §
17 382

18 75. Plaintiff contemplates the eventual issuance of notice to the proposed members of the
19 Class that would set forth the subject and nature of the instant action. The Defendants' own business
20 records may be utilized for assistance in the preparation and issuance of the contemplated notices. To
21 the extent that any further notices may be required, Plaintiff would contemplate the use of additional
22 techniques and forms commonly used in class actions, such as published notice, e-mail notice, website
23 notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed
24 necessary and/or appropriate by the Court.

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 510 and 1198**

27 *(Against all Defendants)*
28

1 76. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
2 forth herein.

3 77. California Labor Code §§ 510, 1194, 1197, 1198 and the applicable IWC Wage
4 Order(s) provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person's regular rate of pay, depending on the number of
6 hours worked by the person on a daily or weekly basis.

7 78. Specifically, the applicable IWC Wage Order provides that Defendants are and were
8 required to pay Plaintiff and the other class and subclass members employed by Defendants, and
9 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate
10 of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)
11 hours in a workweek.

12 79. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
14 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

15 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
16 policy, an employer must timely pay its employees for all hours worked.

17 81. California Labor Code § 510 codifies the right to overtime compensation at one-and-
18 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
19 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime
20 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
21 day or in excess of eight (8) hours in a day on the seventh day of work.

22 82. During the relevant time period, Plaintiff and the other class and subclass members
23 were required, permitted, or suffered by Defendants to work for Defendants in excess of eight (8)
24 hours in a day, and/or in excess of forty (40) hours in a week, including performing work duties off-
25 the-clock.

26 83. During the relevant time period, Defendants intentionally and willfully failed to
27 properly pay overtime wages owed to Plaintiff and the other class and subclass members. Plaintiff
28 and the other class and subclass members did not receive overtime compensation at one and one-half

1 times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
3 of work.

4 84. In committing these violations of the California Labor Code, Defendants also
5 inaccurately recorded overtime worked and consequently underpaid the overtime worked by Plaintiff
6 and other class and subclass members, including by failing to incorporate all forms of compensation
7 into the regular rate of pay.

8 85. During the relevant time period, Plaintiff and other class and subclass members have
9 been paid less for overtime worked than they are entitled to, constituting a failure to pay all earned
10 wages.

11 86. Defendants' failure to pay Plaintiff and the other class and subclass members the
12 unpaid balance of overtime compensation, as required by California laws, violates the provisions of
13 California Labor Code §§ 510, 1194, and 1198, and is therefore unlawful.

14 87. Pursuant to California Labor Code §§ 1194, 218.5, and 218.6, Plaintiff and the other
15 class and subclass members are entitled to recover unpaid overtime compensation, as well as interest,
16 costs, and attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **Violation of California Labor Code § 226.7 and 512**

19 *(Against all Defendants)*

20 88. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
21 forth herein.

22 89. At all relevant times, the IWC Order and California Labor Code §§ 226.7 and 512(a)
23 were applicable to Plaintiff's and the other class and subclass members' employment by Defendants.

24 90. At all relevant times, California Labor Code § 226.7 provides that no employer shall
25 require an employee to work during any meal or rest period mandated by an applicable order of the
26 California IWC.

27 91. At all relevant times, the applicable IWC Wage Order and California Labor Code §
28 512(a) provide that an employer may not require, cause or permit an employee to work for a work

1 period of more than five (5) hours per day without providing the employee with a meal period of not
2 less than thirty (30) minutes, except that if the total work period per day of the employee is no more
3 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
4 employee.

5 92. At all relevant times, the applicable IWC Wage Order and California Labor Code §
6 512(a) further provide that an employer may not require, cause or permit an employee to work for a
7 work period of more than ten (10) hours per day without providing the employee with a second
8 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
9 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
10 employer and the employee only if the first meal period was not waived.

11 93. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of more than five (5) hours, and who did not waive their legally-
13 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
14 hours without an uninterrupted off-duty meal period of not less than thirty (30) minutes.

15 94. During the relevant time period, Plaintiff and the other class and subclass members'
16 meal periods were missed, shortened, taken late, restricted to Defendants' premises, interrupted and/or
17 otherwise noncompliant with California law, as alleged herein.

18 95. As a result, Defendants failed to relieve Plaintiff and the other class and subclass
19 members of all duties, failed to relinquish control over Plaintiff and the other class and subclass
20 members' activities, failed to permit Plaintiff and the other class and subclass members a reasonable
21 opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted
22 meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours.

23 96. During the relevant time period, Defendants intentionally and willfully required
24 Plaintiff and the other class and subclass members to work during meal periods and failed to
25 compensate Plaintiff and the other class and subclass members the full meal period premium for work
26 performed during meal periods.

97. During the relevant time period, Defendants failed to pay Plaintiff and the other class and subclass members their proper and full meal period premiums due pursuant to California Labor Code § 226.7.

98. Defendants' conduct violates applicable IWC Wage Order and California Labor Code §§ 226.7 and 512.

99. Pursuant to applicable IWC Wage Order, California Labor Code §§ 218.6, 226.7(c), and 512, and California Civil Code § 3287, Plaintiff and the other class and subclass members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided, as well as interest, penalties, expenses, and costs of suit.

100. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and subclass members are also entitled to recover attorney's fees and costs.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against all Defendants)

101. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

102. At all times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's and the other class and subclass members' employment by Defendants.

103. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

104. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

105. During the relevant time period, Defendants required Plaintiff and other class and subclass members to work three and one-half (3½) or more hours without authorizing or permitting an off-duty, net ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

106. During the relevant time period, Plaintiff and the other class and subclass members' rest periods were missed, shortened, late, interrupted, improperly restricted to Defendants' premises and/or otherwise noncompliant with California law as alleged herein. Defendants failed to authorize or permit Plaintiffs and the other class and subclass members or failed to relinquish control over Plaintiff and the other class and subclass members' activities in order to take full, uninterrupted, off-duty, or otherwise compliant rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty, or otherwise compliant rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

107. During the relevant time period, Defendants willfully failed to provide Plaintiff and the other class and subclass members with legally compliant rest periods and failed to pay Plaintiff and the other class and subclass members their proper and full rest period premium due pursuant to California Labor Code § 226.7.

108. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code § 226.7.

109. Pursuant to the applicable IWC Wage Orders and California Labor Code §§ 218.6 and 226.7(c), and California Civil Code § 3287, Plaintiffs and the other class and subclass members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided, as well as interest, penalties, expenses, and costs of suit.

110. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and subclass members are also entitled to recover attorney's fees and costs.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against all Defendants)

111. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

112. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

113. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1, and 1182.12 provided the minimum wage to be paid to employees, and that payment of a lesser wage than the minimum so fixed is unlawful.

114. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than hours set by the IWC or under conditions prohibited by the IWC Wage Order(s). Pursuant to Labor Code §§ 1194(a) and 1194.2(a), an employee who has not been paid the legal minimum wage may recover the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages.

115. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class and subclass members as required, pursuant to California Labor Code §§ 1182.12, 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for time Plaintiff and the other class and subclass members worked off the clock, as alleged herein.

116. Defendants' failure to pay Plaintiff and the other class and subclass members the minimum wage as required violates California Labor Code, including §§ 204, 210, 216, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order(s). Pursuant to those sections, Plaintiff and the other class and subclass members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs (including statutory costs), penalties, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

117. Pursuant to California Labor Code § 1197.1, Plaintiff and the other class and subclass members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

118. Pursuant to California Labor Code § 1194.2, Plaintiff and the other class and subclass members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

119. Plaintiff and the other class and subclass members are also entitled to seek recovery of attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

FIFTH CAUSE OF ACTION

Violation of California Labor Code – Failure to Pay Wages

(Against all Defendants)

120. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

121. The California Labor Code provides various time limits by when an employer must pay its employees all wages due and owing to them.

122. For example, Labor Code § 204 requires that earned wages are due and payable twice in each calendar month. Accordingly, wages required by Labor Code §§ 226.7, 510, 1194, 346, 351, and other sections identified herein (and in the applicable Wage Orders) became due and payable to each employee twice in each month that he or she earned such wages, including for overtime and minimum wages, meal/rest period premiums, gratuities, and sick pay. Defendants violated Labor Code § 204 by systematically refusing to timely pay such wages when due during Plaintiff's and the class and subclass members' employment.

123. Labor Code § 210(a) provides that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalt[ies].”

124. As a result of the unlawful acts of Defendants, Plaintiff and other class and subclass members have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys' fees, and costs, including pursuant to Labor Code §§ 210, 218.5, 218.6, 510, and 1194.

1 125. Further, at all relevant times herein set forth, California Labor Code §§ 200, 201, and
2 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and if an employee quits his or her employment, his or
4 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
5 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.

7 126. During the relevant time period, Defendants intentionally and willfully failed to pay
8 Plaintiff and the other class and subclass members who were discharged, or who provided at least
9 seventy-two (72) hours' notice of their intention to quit, their wages, earned and unpaid, immediately
10 at the time of their discharge or separation (including, without limitation, overtime and minimum
11 wages, meal/rest period premiums, gratuities, and sick pay).

12 127. During the relevant time period, Defendants intentionally and willfully failed to pay
13 Plaintiff and the other class and subclass members who are no longer employed by Defendants their
14 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ
15 (including, without limitation, overtime and minimum wages, meal/rest period premiums, gratuities,
16 and sick pay).

17 128. Defendants' failure to pay Plaintiff and the other class and subclass members who are
18 no longer employed by Defendants their wages, earned and unpaid, either immediately or within
19 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code
20 §§ 201 and 202.

21 129. California Labor Code § 203 provides that if an employer willfully fails to pay wages
22 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a
23 penalty from the due date thereof at the same rate until paid or until an action is commenced; but the
24 wages shall not continue for more than thirty (30) days.

25 130. Plaintiff and the other class and subclass members are entitled to recover from
26 Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day
27 maximum pursuant to California Labor Code § 203.
28

131. Plaintiff and the other class and subclass members are also entitled to seek recovery of attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226 and 1174

(Against Defendant Trademark and Does 1-10, inclusive)

132. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

133. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

134. Defendants have intentionally and willfully failed to provide Plaintiff and the other class and subclass members with complete and accurate wage statements. The deficiencies include the requirements listed in Section 226 *et al.* By way of examples only, Defendants' wage statements failed to include regular time and overtime spent by Plaintiff and the members of the class or subclasses performing off-the-clock work, all wages earned/owed for such time, all meal and/or rest period premiums owed, the proper rate of pay for all hours worked, meal/rest period premiums and/or sick-pay wages, and the proper gross and net wages earned (including at the correct rates). Defendants had the information necessary to provide wage statements that accurately reflected the above

1 information, yet failed to do so on a systematic basis and instead provided legally noncompliant wage
2 statements.

3 135. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
4 the other class and subclass members have suffered injury and damage to their statutorily-protected
5 rights. Because Plaintiff and the other putative class and subclass members' wage statements did not
6 reflect, among other things, the accurate number of hours worked, Plaintiff and the putative class and
7 subclass members were unable to determine the total amount of regular and overtime hours they
8 worked, were unable to determine the total amount of compensation they were owed, and were unable
9 to verify they were paid the proper amounts. In order to determine how much Plaintiff and the other
10 putative class and subclass members should have been paid, Plaintiff and the other putative class and
11 subclass members would have had to engage in discovery and mathematical computations in order to
12 reconstruct the missing information. Thus, Plaintiff and the other class and subclass members have
13 been injured by Defendants' intentional and knowing violation of California Labor Code § 226(a).

14 136. The applicable IWC Wage Order(s), Cal. Labor Code §§ 226, 1174, and 1174.5 also
15 require Defendants to maintain and preserve, among other items, complete and accurate employment
16 records (including showing the names and addresses of all employees employed, start and end of
17 shifts, time records (including when the employee begins and ends each work period), payroll records,
18 employee schedules, meal periods, split shift intervals, total daily hours worked, total hours worked
19 in the payroll period, applicable rates of pay, and wages paid). Defendants have knowingly and
20 intentionally failed to comply with the Wage Order(s), and California Labor Code § 1174 relating to
21 Plaintiff and the other class and subclass members, including by implementing policies and
22 procedures and committing the violations alleged herein. Defendants' failure to comply with these
23 laws is also an unfair business activity, including pursuant to Labor Code § 1175.

24 137. Plaintiff and the other class and subclass members are entitled to recover from
25 Defendants their actual damages caused by Defendants' failure to comply with California Labor Code
26 § 226(a), and/or any associated penalties or liquidated damages.

138. Plaintiff and the other class and subclass members are also entitled to damages and statutory penalties pursuant to California Labor Code §§ 226 and 1174.5, and civil penalties pursuant to Labor Code § 226.3, and other applicable provisions.

139. Plaintiff and the other class and subclass members are also entitled to attorney's fees and costs pursuant to California Labor Code § 226(e).

140. Plaintiff and the other class and subclass members are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against all Defendants)

141. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

142. Pursuant to California Labor Code §§ 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

143. Plaintiff and the other class and subclass members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, purchasing, cleaning and/or maintaining work uniforms on behalf of and for the benefit of Defendants, amounts on tools, supplies, and equipment used for work, amounts incurred in complying with Defendants' dress code, and costs related to using personal cell phones for business-related purposes.

144. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class and subclass members for all necessary business-related expenses and costs.

145. Plaintiff and the other class and subclass members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

1 146. Plaintiff and the other class and subclass members are also entitled to attorney's fees,
2 expenses, costs of suit, and interest pursuant to California Labor Code § 2802.

3 **EIGHTH CAUSE OF ACTION**

4 **Violation of California Labor Code § 351**

5 *(Against Defendant Trademark and Does 1-10, inclusive)*

6 147. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
7 forth herein.

8 148. Defendants' conduct, as set forth above, in failing to properly remit the total proceeds
9 of gratuities/tips constitutes a violation of California Labor Code § 351. This violation is enforceable
10 pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.* Defendants'
11 conduct constitutes unlawful, unfair, and/or fraudulent business acts or practices, in that Defendants
12 have violated California Labor Code § 351 in not remitting to the non-managerial employees the total
13 gratuities and tips owed to them.

14 149. As a proximate result of the aforementioned violations, Plaintiff and the class and
15 subclass members have been damaged in an amount according to proof at trial, including the loss of
16 gratuities to which they were entitled and seek all wages earned and due, interest, penalties, expenses
17 and costs of suit.

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 233 and 246 (Sick Pay Violations)**

20 *(Against Defendant Trademark and Does 1-10, inclusive)*

21 150. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
22 forth herein.

23 151. Cal. Lab. Code § 233 provides that an employer must permit an employee to use
24 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
25 entitlement. Cal. Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
26 accrued sick leave pursuant to Cal. Lab. Code § 246.5. Specifically, once accrued sick leave is used
27 as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate
28 and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall

1 be calculated in the same manner as the regular rate of pay for the workweek in which the employee
2 uses paid sick time, whether or not the employee actually works overtime in that workweek,” or (ii)
3 “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages,
4 not including overtime premium pay, by the employee’s total hours worked in the full pay periods of
5 the prior 90 days of employment.” Under Cal. Lab. Code §§ 218 and 233, employees may sue to
6 recover unpaid or underpaid sick pay wages as damages. A violation of these requirements is
7 actionable pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.*

8 152. As a matter of policy and practice, Defendants either do not pay sick pay wages to
9 Plaintiff and the other class and subclass members and/or calculate it at the incorrect rate of pay.
10 Plaintiff and the other class and subclass members regularly use accrued sick leave in the workweeks
11 in which they also earn non-hourly remuneration. As a matter of policy and practice, Defendants
12 either do not pay sick wages or pay them to Plaintiff and the other class and subclass members at the
13 base (or other improper or inaccurate) hourly pay, as opposed to the regular rate of pay, which would
14 consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting from
15 dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
16 hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendants
17 either did not pay, or underpaid sick pay wages to Plaintiff and the class and subclass members.

18 153. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during
19 each calendar month and are to be paid no later than the payday for the next regular payroll period.
20 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
21 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
22 regular payroll period after accrued sick leave is used as paid sick time. The Labor Code penalizes
23 untimely payments. For example, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab.
24 Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 210 and 218,
25 employees may sue to recover applicable penalties. As alleged herein and as a matter of policy and
26 practice, Defendants routinely did not pay or underpay sick pay wages in violation of Labor Code §§
27 233 and 246. Moreover, as alleged above, this non-payment and/or underpayment also violates
28

1 Section 210, among other Labor Code provisions, because Defendants fail to timely pay all such
2 wages when owed during employment.

3 154. Plaintiff is informed and believes that Defendants knew, or should have known, of the
4 mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California
5 Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits
6 to which an employee is entitled as a part of his or her compensation, including money, room, board,
7 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103
8 (2007). Because Defendants willfully fail to timely pay Plaintiff and the class and subclass members
9 all sick pay wages due, Defendants are subject to applicable penalties.

10 155. Such a pattern, practice, and uniform administration of corporate policy is unlawful
11 and entitles Plaintiff and the other class and subclass members to underpaid sick pay wages, including
12 interest thereon, applicable penalties, attorney's fees, and costs of suit.

13 **TENTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code §§ 17200 et seq.**

15 *(Against Defendant Trademark and Does 1-10, inclusive)*

16 156. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
17 forth herein.

18 157. Defendants, and each of them, are "persons" as defined under California Business &
19 Professions Code § 17201.

20 158. California Business & Professions Code §§ 17200, et seq. (the "UCL") defines unfair
21 competition as any unlawful, unfair, or fraudulent business act or practice.

22 159. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
23 unlawful, fraudulent, and harmful to Plaintiff, other class and subclass members, to the general
24 public, and to Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights
25 affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

26 160. Defendants' activities as alleged herein are violations of California law, and
27 constitute unlawful, unfair, or fraudulent business acts or practices in violation of California
28

1 Business & Professions Code §§ 17200, *et seq.* Section 17203 authorizes injunctive, declaratory,
2 and/or other equitable relief with respect to unfair competition as follows:

3 Any person who engages, has engaged, or proposes to engage in unfair
4 competition may be enjoined in any court of competent jurisdiction.
5 The court may make such orders or judgments, including the
6 appointment of a receiver, as may be necessary to prevent the use or
7 employment by any person of any practice which constitutes unfair
8 competition, as defined in this chapter, or as may be necessary to restore
9 to any person in interest any money or property, real or personal, which
10 may have been acquired by means of such unfair competition.
11 Cal. Bus. & Prof. Code § 17203.

12 161. By the conduct alleged herein, Defendants have engaged and continue to engage in
13 business practices which violate California law, including but not limited to, the applicable IWC Wage
14 Order(s), the California Code of Regulations and the California Labor Code, including, but not limited
15 to, §§ 98.1, 200-204, 210, 216, 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247,
16 249, 350, 351, 353, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1,
17 1198, 2800, and 2802, for which this Court should issue declaratory, injunctive, and other equitable
18 relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
19 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

20 162. By the conduct alleged herein, Defendants' practices were unlawful, unfair, deceptive,
21 and fraudulent in that these practices violate public policy, were immoral, unethical, oppressive,
22 unscrupulous or substantially injurious to employees, and were without valid justification or utility
23 for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
24 California Business & Professions Code, including restitution of wages and compensation wrongfully
25 withheld.

26 163. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
27 that Defendants' policy and practice failed to provide the legally mandated meal and rest periods, the
28 required amount of compensation for missed meal and rest periods and overtime, overtime, minimum,
sick, and gratuity wages owed, failed to timely pay wages, and failed to reimburse all necessary
business expenses incurred, due to business practices that cannot be justified, pursuant to the
applicable Cal. Lab. Code, and IWC requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,

1 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
2 Code § 17203, including restitution of wages wrongfully withheld.

3 164. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
4 deceptive in that Defendants' employment practices caused Plaintiff and the other class and subclass
5 members to be underpaid.

6 165. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
7 deceptive in that Defendants' policies, practices and procedures failed to provide all legally required
8 meal/rest breaks to Plaintiff and other class and subclass members as required by Cal. Lab. Code §§
9 226.7 and 512, and the applicable IWC Wage Orders.

10 166. Plaintiff and the other class and subclass members have been personally injured by
11 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
12 limited to the loss of money and/or property.

13 167. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
14 the other class and subclass members are entitled to restitution of the wages withheld and retained by
15 Defendants during the class period; an award of attorneys' fees pursuant to California Code of Civil
16 Procedure § 1021.5 and other applicable laws; and an award of costs.

17 168. Plaintiffs and the other class and subclass members are further entitled to, and do, seek
18 a declaration that the described business practices are unlawful, unfair and deceptive, and that
19 injunctive relief should be issued restraining Defendants from engaging in any unlawful and unfair
20 business practices in the future.

21 169. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
22 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
23 withholdings.

24 **ELEVENT CAUSE OF ACTION**

25 **Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
26 **2004, Cal. Lab. Code §§ 2698 et seq.**

27 *(Against Defendant Trademark)*
28

1 170. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
2 forth herein.

3 171. At all times herein mentioned, Defendants were subject to the California Labor Code
4 and the applicable IWC Wage Orders.

5 172. California Labor Code § 2699(a) specifically provides for a private right of action to
6 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
7 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
8 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
9 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
10 brought by an aggrieved employee on behalf of himself or herself and other current or former
11 employees pursuant to the procedures specified in Section 2699.3.”

12 173. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
13 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

14 All current and former employees who worked for Defendants in California as hourly, non-
15 exempt employees at any time from one year prior to the postmark date of the initial PAGA
16 notice through the date of trial.

17 174. Plaintiff reserves the right to amend, supplement, or add to this description of the
18 Aggrieved Employees, according to proof.

19 175. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
20 penalties under the PAGA.

21 176. Plaintiff has exhausted the administrative remedies pursuant to California Labor Code
22 § 2699.3. On December 4, 2025, Plaintiff paid the requisite PAGA filing fee and on that same date,
23 provided written notice by online filing to the LWDA and by certified mail to Defendants of the
24 specific provisions of the Labor Code that Defendants allegedly violated, including the facts and
25 theories to support the alleged violations. A true and correct copy of Plaintiff’s written PAGA notice
26 is attached hereto as omnibus Exhibit A.

27 177. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to the PAGA
28 notice from the LWDA.

1 178. Within 33 calendar days of the postmark date of the notice(s) sent by Plaintiff, neither
2 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
3 providing a description of any actions taken to cure the alleged violations.

4 179. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
5 violations, without notice of cure from Defendants or notice from the LWDA of its intent to
6 investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff
7 exhausted all prerequisites and commenced this civil action under Labor Code §§ 2699 *et seq*

8 180. As alleged above, Defendants committed Labor Code violations, including the below,
9 and are liable for all corresponding civil penalties:

- 10 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
11 1197.1, 1198; IWC Wage Orders.
- 12 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
13 Orders.
- 14 c. ***Failure to Properly Pay Sick Pay.*** Violation of Labor Code §§ 233 and 246.
- 15 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
16 516, 1198; IWC Wage Orders.
- 17 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
18 1198; IWC Wage Orders.
- 19 f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§
20 204, 204b, 210.
- 21 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 22 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
23 2804.
- 24 i. ***Failure to Provide Gratuities.*** Violation of Labor Code § 351.
- 25 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
26 IWC Wage Orders.

27 181. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
28 alleged in this complaint and the PAGA notice (including amendments thereto) against Defendants

1 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
2 extent permitted by law, including under Labor Code § 2699(k).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually, on behalf of all others similarly situated, and on behalf
5 of the State of California and other allegedly aggrieved employees pursuant to the PAGA, prays for
6 relief and judgment against Defendants, jointly and severally, as follows:

7 **Class Certification**

8 1. That this action be certified as a class action with respect to the First through Tenth
9 causes of action;

10 2. That Plaintiff be appointed as the representative of the class and subclasses; and

11 3. That counsel for Plaintiff be appointed as Class Counsel.

12 **As to the First Cause of Action**

13 4. That the Court declare, adjudge and decree that Defendants violated the applicable
14 California Labor Code sections and applicable IWC Wage Orders by willfully failing
15 to pay all overtime wages due to Plaintiff and the other class and subclass members;

16 5. For general unpaid wages at overtime wage rates and such general and special damages
17 as may be appropriate;

18 6. For pre-judgment interest on any unpaid overtime compensation commencing from the
19 date such amounts were due;

20 7. For reasonable attorneys' fees, costs of suit, and interest incurred; and

21 8. For such other and further relief as the Court may deem just and proper.

22 **As to the Second Cause of Action**

23 9. That the Court declare, adjudge and decree that Defendants violated the applicable
24 California Labor Code sections and applicable IWC Wage Orders by willfully failing
25 to provide all meal periods, or compensation in lieu thereof, to Plaintiff and the other
26 class and subclass members;

- 1 10. That the Court make an award to Plaintiff and the other class and subclass members of
2 one (1) hour of pay at each employee's regular rate of compensation for each workday
3 that a meal period was not provided;
4 11. For all actual, consequential, and incidental losses and damages, according to proof;
5 12. For premium wages pursuant to California Labor Code § 226.7(c);
6 13. For pre-judgment interest on any unpaid wages from the date such amounts were due;
7 14. For reasonable attorneys' fees, costs of suit, and interest incurred; and
8 15. For such other and further relief as the Court may deem just and proper.

9 As to the Third Cause of Action

- 10 16. That the Court declare, adjudge and decree that Defendants violated the applicable
11 California Labor Code sections and applicable IWC Wage Orders by willfully failing
12 to provide all rest periods, or compensation in lieu thereof, to Plaintiff and the other
13 class and subclass members;
14 17. That the Court make an award to Plaintiff and the other class and subclass members of
15 one (1) hour of pay at each employee's regular rate of compensation for each workday
16 that a rest period was not provided;
17 18. For all actual, consequential, and incidental losses and damages, according to proof;
18 19. For premium wages pursuant to California Labor Code § 226.7(c);
19 20. For pre-judgment interest on any unpaid wages from the date such amounts were due;
20 21. For reasonable attorneys' fees, costs of suit, and interest incurred; and
21 22. For such other and further relief as the Court may deem just and proper.

22 As to the Fourth Cause of Action

- 23 23. That the Court declare, adjudge and decree that Defendants violated the applicable
24 California Labor Code sections by willfully failing to pay minimum wages to Plaintiff
25 and the other class and subclass members;
26 24. For general unpaid wages and such general and special damages as may be appropriate;
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- 1 25. For statutory wage penalties pursuant to California Labor Code § 1197.1 for Plaintiff
2 and the other class and subclass members in the amount as may be established
3 according to proof at trial;
4 26. For pre-judgment interest on any unpaid compensation from the date such amounts
5 were due;
6 27. For reasonable attorneys' fees, costs of suit, and interest incurred;
7 28. For liquidated damages pursuant to California Labor Code § 1194.2; and
8 29. For such other and further relief as the Court may deem just and proper.

9 As to the Fifth Cause of Action

- 10 30. That the Court declare, adjudge and decree that Defendants violated the applicable
11 California Labor Code sections by willfully failing to pay all compensation owed
12 during employment to Plaintiff and the other class and subclass members;
13 31. For general unpaid wages and such general and special damages as may be appropriate;
14 32. For waiting time penalties;
15 33. For all actual, consequential, and incidental losses and damages, according to proof;
16 34. For pre-judgment interest on any unpaid compensation from the date such amounts
17 were due;
18 35. For reasonable attorneys' fees, costs of suit, and interest incurred; and
19 36. For such other and further relief as the Court may deem just and proper.

20 As to the Sixth Cause of Action

- 21 37. That the Court declare, adjudge and decree that Defendants violated the record keeping
22 provisions of the applicable California Labor Code sections, including sections 226(a)
23 and 1174, and the applicable IWC Wage Orders as to Plaintiff and the other class and
24 subclass members, and willfully failed to provide accurate itemized wage statements
25 thereto and failed to maintain appropriate records;
26 38. For actual, consequential and incidental losses and damages, according to proof;
27 39. For statutory penalties pursuant to California Labor Code § 226(e);
28

1 40. For injunctive relief to ensure compliance with this section, including pursuant to
2 California Labor Code § 226(h); and

3 41. For such other and further relief as the Court may deem just and proper.

4 As to the Seventh Cause of Action

5 42. That the Court declare, adjudge and decree that Defendants violated California Labor
6 Code §§ 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
7 and subclass members for all necessary business-related expenses as required by
8 California Labor Code §§ 2800 and 2802;

9 43. For actual, consequential and incidental losses and damages, according to proof;

10 44. For the imposition of civil penalties and/or statutory penalties;

11 45. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and

12 46. For such other and further relief as the Court may deem just and proper.

13 As to the Eighth Cause of Action

14 47. That the Court declare, adjudge, and decree that Defendants violated the applicable
15 California Labor Code sections by willfully failing to pay all sick pay wages;

16 48. Compensatory damages, according to proof at trial, including compensatory damages
17 due to Plaintiff and the class and subclass members;

18 49. For actual, consequential and incidental losses and damages, according to proof;

19 50. For general unpaid wages and such general and special damages as may be appropriate;

20 51. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and

21 52. Such other and further relief as the Court deems just and equitable.

22 As to the Ninth Cause of Action

23 53. That the Court declare, adjudge and decree that Defendants violated the applicable
24 California Labor Code sections by willfully failing to pay all gratuities/tips owed;

25 54. For compensatory damages, according to proof at trial;

26 55. For actual, consequential and incidental losses and damages, according to proof;

27 56. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and

28 57. Such other and further relief as the Court deems just and equitable.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* for the reasons identified herein.
59. For restitution of unpaid wages to Plaintiff and all the other class and subclass members and all pre-judgment interest from the day such amounts were due and payable;
60. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code §§ 17200, *et seq.*;
61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;
62. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code §§ 17200, *et seq.*; and
63. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum wages, overtime wages, gratuities, and premium wages), failing to provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof, failing to maintain accurate records, failing to provide sick notice/leave, failing to reimburse business expenses, and failing to furnish accurate wage statements;
65. An award of civil penalties available under PAGA;
66. Pre-judgment and post-judgment interest at the maximum rate allowed;
67. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims;
68. Injunctive and declaratory relief to the extent allowed by PAGA; and
69. Such other and further relief that the Court deems proper

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As to all Causes of Action

70. For any additional relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other employees similarly situated, demands a trial by jury as to all causes of action triable by jury.

Date: May 26, 2026

KV LAW, P.C.

/s/ Kristapor Vartanian

By: _____

Kristapor Vartanian

Attorney for Plaintiff

EXHIBIT A

KV LAW, P.C.

KRISTAPOR VARTANIAN
DIRECT DIAL: (213) 799-3734
E-MAIL: kvartanian@kvlawpc.com

December 4, 2025

VIA CERTIFIED MAIL

Trademark Brewing, LLC
Attn: Sterling Steffen
233 E. Anaheim Street
Long Beach, CA 90813

VIA ONLINE SUBMISSION

California Labor & Workforce Development
Agency ("LWDA")
(<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698, *et seq.*

To Whom It May Concern:

Our office has been retained to represent plaintiff Michelle Igartua ("Plaintiff") and the Aggrieved Employees (defined below) against Trademark Brewing, LLC (the "Company") for violations of California wage-and-hour laws.

PLEASE TAKE NOTICE that Plaintiff, individually and on behalf of the Aggrieved Employees, gives notice to commence and/or amend a civil action pursuant to California Labor Code §§ 2698, *et seq.*

"Aggrieved Employees" refers to all persons who are or previously were employed by Defendant in California as an hourly, non-exempt employee during the time period of December 4, 2024 until a date as determined by the Court. Plaintiff was employed by Defendant in California from approximately October 2024 to the present (and ongoing) as a non-exempt employee. Plaintiff contends that Defendant unlawfully failed (and fails) to pay all wages (including at the correct rate) during employment -- including minimum wages, overtime wages, premium wages, tips/gratuities, and sick pay wages; failed (and fails) to provide uninterrupted and compliant meal periods; failed (and fails) to provide uninterrupted and compliant rest periods; failed (and fails) to indemnify necessary business expenses; failed (and fails) to furnish accurate itemized wage statements; and failed (and fails) to keep accurate records. This conduct, as well as the conduct alleged in the incorporated complaint, violates California Labor Code §§ 98.1, 200, 204, 210, 216, 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247, 249, 350, 351, 353, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), and are therefore actionable under California Labor Code § 2699.3.

A copy of a complaint by Plaintiff against the Company, which (i) identifies the alleged violations; (ii) details the facts and theories which support the alleged violations; (iii) sets forth the people/entities, violations, events, actions, and the like to the extent known to Plaintiff; and (iv) sets forth the Company's illegal practices, is attached hereto. This information provides notice to the LWDA of the facts and theories supporting the alleged violations for the Agency's reference.

December 4, 2025

Page 2

Thus, Plaintiff hereby incorporates the allegations of the attached complaint into this Notice as if fully set forth herein.

This Notice is provided to enable Plaintiff to proceed with a civil action against the Company as authorized by California Labor Code §§ 2699 *et seq.*

Your earliest response to this Notice is greatly appreciated. If the Agency has any questions or needs any further information, please do not hesitate to contact me.

Respectfully,

KV LAW, P.C.

A handwritten signature in blue ink, appearing to read "Kristapor Vartanian", is written over a horizontal line.

Kristapor Vartanian, Esq.

Enclosure

Kristapor Vartanian (SBN 275378)
kvartanian@kvlawpc.com
KV LAW, P.C.
11400 West Olympic Blvd. Suite 200 #2042
Los Angeles, CA 90064
Telephone: (213) 799-3730

Attorney for Plaintiff
Michelle Igartua

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

Michelle Igartua, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

Trademark Brewing, LLC; and DOES 1 through
10 inclusive;

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)**
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums)**
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums)**
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)**
- (5) Violation of California Labor Code (Failure to Timely Pay Wages)**
- (6) Violation of California Labor Code §§ 226 and 1174 (Non-Compliant Wage Statements and Failure to Maintain Records)**
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses)**
- (8) Violation of California Labor Code § 351 (Failure to Provide Gratuities)**
- (9) Violation of California Labor Code §§ 233 and 246 (Failure to Pay Sick Pay Wages)**
- (10) Violation of California Business & Professions Code §§ 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Michelle Igartua (“Plaintiff” or “Igartua”), based on facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows, individually and on behalf of other similarly situated
4 employees:

5 **INTRODUCTION**

6 1. Plaintiff brings this action against Defendant Trademark Brewing, LLC, and Does 1
7 through 10 (Defendants are collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay all wages
9 (including minimum wages, overtime wages, premium wages, sick pay wages, tips/gratuities, etc.),
10 failure to provide uninterrupted and compliant meal periods, failure to provide uninterrupted and
11 compliant rest periods, failure to indemnify necessary business expenses, and failure to furnish
12 accurate itemized wag statements.

13 2. Plaintiff brings the First through Tenth Causes of Action individually and as a class
14 action on behalf of herself and all other employees of Defendants (hereinafter collectively referred to
15 as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiff and
16 all other California non-exempt employees of Defendants during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Defendants own/owned and/or operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such, and based upon
20 all the facts and circumstances incident to Defendants’ business in California, Defendants are subject
21 to the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and the
22 California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period, Defendants maintained a
24 systematic, company-wide policy and practice of:

- 25 a. Failing to pay employees for all hours worked, including all minimum wages,
26 overtime wages, and premium wages in compliance with the California Labor
27 Code and IWC Wage Orders;

- b. Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken, restricted, interrupted, or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- c. Failing to provide employees with timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- d. Failing to pay (or properly pay) employees for all sick pay in compliance with the California Labor Code and IWC Wage Orders;
- e. Failing to pay (or properly pay) employees all tips/gratuities in compliance with the California Labor Code and IWC Wage Orders;
- f. Failing to indemnify employees for necessary business expenses incurred;
- g. Willfully failing to pay employees all minimum wages, overtime wages, premium wages, sick pay wages, and tips/gratuities due within the time period specified by California law;
- h. Failing to maintain accurate records of the hours that employees worked; and
- i. Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

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- a. A California limited liability company, with its principal place of business in Los Angeles County, California.
- b. A business entity conducting business in the State of California, including in Los Angeles County.
- c. The current employer of Plaintiff, and the current and former employer of the putative Class. Defendants suffered and permitted Plaintiff and the Class to work and/or controlled their wages, hours, or working conditions.
- d. At all times alleged herein, Defendants are and were the employers of Plaintiff and the Class.

14. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

15. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

16. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted

1 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
2 should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted
3 the conduct of all other Defendants.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 17. At all relevant times set forth herein, Defendants employed Plaintiff and other persons
6 as hourly-paid or non-exempt employees within the State of California, including the County of Los
7 Angeles.

8 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
9 employee, from approximately October 2024 to the present, in the State of California, County of Los
10 Angeles.

11 19. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
12 (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with
13 uninterrupted and compliant meal periods, failed to provide Plaintiff with uninterrupted and compliant
14 rest periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
15 wages to Plaintiff, failed to pay Plaintiff all sick pay wages, failed to pay Plaintiff all gratuities/tips,
16 and failed to furnish accurate wage statements. As discussed below, Plaintiff's experience working
17 for Defendants was typical and illustrative.

18 20. Defendants had the authority to hire and terminate Plaintiff and the other class and
19 subclass members, to set work rules and conditions governing Plaintiff's and the other class and
20 subclass members' employment, and to supervise their daily employment activities.

21 21. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
22 and the other class and subclass members' employment for them to be joint employers of Plaintiff and
23 the other class and subclass members.

24 22. Defendants directly hired and paid wages, other compensation, and benefits to Plaintiff
25 and the other class and subclass members.

26 23. Defendants continue to employ hourly-paid or non-exempt employees within the State
27 of California.

1 24. Plaintiff and the other class and subclass members worked over eight (8) hours in a
2 day, and/or forty (40) hours in a week during their employment with Defendants.

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
4 (and continue to engage) in a pattern and practice of wage abuse against their hourly-paid or non-
5 exempt employees within the State of California. This pattern and practice involved/involves, *inter*
6 *alia*, failing to pay them for all regular, overtime, minimum, sick and/or other wages earned, and for
7 missed, shortened, late, interrupted, restricted and/or otherwise non-compliant meal and rest periods
8 in violation of California law.

9 26. Defendants were required to pay Plaintiff and putative class and subclass members for
10 all their time worked, meaning the time during which an employee is subject to the control of an
11 employer, including all the time the employee is suffered or permitted to work. Defendants required
12 Plaintiff and class and subclass members to work without paying them for all the time they are or
13 were under Defendants' control. Among other things, Defendants required Plaintiff and other class
14 and subclass members to work while clocked out during what is supposed to be their off-duty meal
15 breaks. Plaintiffs and class and subclass members were also required to perform job duties off the
16 clock, including before and/or after their scheduled shifts and/or during their meal or rest breaks –
17 including, but not limited to, servicing customers, assisting with customers, communicating with
18 management, co-workers, maintenance workers, vendors, and the like related to work, completing
19 tasks and other work during breaks due to their rigorous work schedules, responding to supervisors
20 and other employees regarding work-related inquiries, assisting with gratuity issues, preparing for shift
21 start, and otherwise being required to remain available for work during breaks.

22 27. Defendants knew or should have known that Plaintiff and the other class and subclass
23 members were entitled to receive certain wages and that they were not receiving accurate
24 compensation for all hours worked. In fact, Plaintiff and others raised these issues with Defendants
25 on multiple occasions, to no avail.

26 28. Defendants also fail to properly calculate the “regular rate of pay” for purposes of
27 calculating, *inter alia*, overtime, meal/rest break premium pay, and sick pay.
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1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
2 provide Plaintiff and the other class and subclass members all required, legally compliant rest and
3 meal periods during the relevant time period as required under the IWC Wage Orders and thus they
4 are entitled to any and all applicable penalties for such violations.

5 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
6 relieve Plaintiff and the other class and subclass members of all duties, failed to relinquish control
7 over Plaintiff and the other class and subclass members' activities, failed to permit Plaintiff and the
8 other class and subclass members a reasonable opportunity to take, and impeded, restricted (including
9 geographically), or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no
10 later than the end of their fifth hour of work for shifts lasting at least six (6) hours.

11 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other class and subclass members were entitled to receive
13 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class and subclass
14 members' regular rate of pay when a meal period was missed, shortened, late, interrupted, restricted
15 to the premises and/or otherwise not compliant with the requirements of applicable California law,
16 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and
17 the other class and subclass members' regular rate of pay when a meal period was not compliant with
18 California law.

19 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
20 provide, authorize, and permit Plaintiff and other class and subclass members to take full,
21 uninterrupted, off-duty, unrestricted (including geographically), and otherwise legally compliant rest
22 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
23 off-duty and otherwise legally compliant rest periods for every shift lasting six (6) to ten (10) hours,
24 and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle
25 of each work period.

26 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class and subclass members were entitled to receive
28 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class and subclass

1 members' regular rate of pay when a rest period was missed, shortened, late, interrupted, on-duty,
2 restricted to the premises and/or otherwise not compliant with the requirements of applicable
3 California law, and they did not receive all rest periods or payment of one additional hour of pay at
4 Plaintiff's and the other class and subclass members' regular rate of pay when a rest period was not
5 compliant with California law.

6 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that Plaintiff and the other class and subclass members were entitled to receive at
8 least minimum wages for compensation and that they were not receiving at least minimum wages for
9 all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants'
10 effective payment of zero dollars per hour for hours Plaintiff and the other class and subclass members
11 worked off the clock performing work duties, including (but not limited to) duties such as those
12 described in Paragraph 26 above.

13 35. During the class period, pursuant to Defendants' company policies and practices,
14 Plaintiff and other class and subclass members were forced to forfeit gratuities/tips left for them by
15 Defendants' customers. Customers would routinely provide cash tips which were meant (and
16 reasonably appeared to be) for Plaintiff and other class and subclass members who provided service
17 to the customers, but the total proceeds of those gratuities/tips were not remitted to the Plaintiff and
18 the other class and subclass members; rather, Defendants (including management) would skim part
19 (or all) of those tips for themselves. Defendants have a policy and practice of retaining for themselves
20 a portion (or all) of these gratuities and/or using a portion of these gratuities to pay managers or other
21 employees who are not entitled to gratuities, as described above. As a result, Plaintiff and class and
22 subclass members have not received the total proceeds of the gratuities/tips to which they are entitled
23 to under California law.

24 36. During the class period, Plaintiff and other class and subclass members were in the
25 "chain of service" and earned gratuities based on their service for their customers. However, Plaintiff
26 and class and subclass members were forced to forfeit portions of their gratuities, which said gratuities
27 were kept by Defendants and/or their agents and/or otherwise distributed to employees who were not
28 in the chain of service from which the gratuity resulted. Plaintiff and other class and subclass members

1 contend that they were unlawfully deprived of gratuities to which they were entitled under California
2 law with respect to any and all gratuities not properly distributed to the service staff to whom the
3 gratuity should have been paid.

4 37. California Labor Code § 351 establishes the requirements for an employer regarding
5 the payment of gratuities. Specifically, gratuities are the sole property of the employees. California
6 Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or receiving
7 any portion of a gratuity. California Labor Code § 350(e) defines the term “gratuity” as including any
8 money that has been paid or given or left for an employee by a patron of a business over and above
9 the actual amount due the business for services rendered or for goods, food, drink or articles sold or
10 served to such patron. Labor Code § 353 requires employers to keep accurate records of all gratuities
11 they receive, directly or indirectly.

12 38. Although tip pooling is not expressly prohibited by the Labor Code, employees who
13 mandate tip pooling must only distribute pooled tips to employees in the “chain of service.” By
14 distributing tips to Defendants and to their agents or other employees who were not in the “chain of
15 service” as described above, Defendants have violated and continue to violate the legal requirements
16 for handling pooled tips and the holding in *O’Grady v. Merchant Exchange Productions, Inc.*, 41 Cal.
17 App. 5th 771 (2019).

18 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other class and subclass members were entitled to receive
20 complete and accurate wage statements in accordance with California law, but, in fact, they did not
21 receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
22 *alia*, the failure to include (i) the accurate total number of hours worked by Plaintiff and the other
23 class and subclass members; (ii) the accurate and applicable rates of pay in effect during each pay
24 period and the corresponding number of hours worked at each hourly rate; (iii) the accurate gross
25 wages and net wages earned (including correct hours worked, correct wages earned for hours worked,
26 correct overtime hours worked, correct wages for meal periods that were not provided in accordance
27 with California law, correct wages for rest periods that were not authorized or permitted in accordance
28 with California law, correct tips/gratuities, and correct sick pay wages); and (iv) complete and correct

1 deductions. Defendants also failed to keep complete and accurate employment and payroll records
2 for Plaintiff and the other class and subclass members in accordance with California law, including
3 Cal. Lab. Code §§ 226(a), 1174(d), and the IWC Wage Orders.

4 40. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
5 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
6 not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210
7 provides:

8 [I]n addition to, and entirely independent and apart from, any other penalty provided
9 in this article, every person who fails to pay the wages of each employee as provided
10 in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
11 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
12 each subsequent violation, or any willful or intentional violation, two hundred dollars
13 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
14 withheld.

15 41. Defendants from time to time failed to pay Plaintiff and other class and subclass
16 members within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code
17 § 204(d).

18 42. Defendants also either did not pay or underpaid sick pay wages to Plaintiff and other
19 class and subclass members, including by failing to pay such wages at the regular rate of pay in
20 violation of Cal. Lab. Code § 246.

21 43. Cal. Lab. Code § 246(1)(2) requires that paid sick time for nonexempt employees be
22 calculated by dividing the employee's total wages, not including overtime premium pay, by the
23 employee's total hours worked in the full pay periods of the prior 90 days of employment.

24 44. Defendants violated Cal. Lab. Code § 246 by failing to pay sick pay at the regular rate
25 of pay. When sick pay was paid (if it was paid), it was paid at the base or otherwise improper rate of
26 pay for Plaintiff and class and subclass members, as opposed to the correct, higher regular rate of pay,
27 as required under Cal. Lab. Code § 246.

1 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other class and subclass members were entitled to
3 reimbursement for necessary business-related expenses, including (without limitation), expenses
4 related to the purchase of work supplies, equipment, and tools (including, but not limited to, trash
5 bags, pens, fans, bins, and mats), the purchase and maintenance (including laundering) of various
6 uniform items (including but not limited to shirts, jackets, hats, and shoes), expenses related to
7 complying with Defendants' dress code, and personal cell phone expenses (which were used for work
8 purposes).

9 46. Plaintiff alleges that Defendants knew or should have known that they had a duty to
10 compensate and reimburse Plaintiff and the other class and subclass members pursuant to California
11 law, and that Defendants had the financial ability to pay such compensation and reimbursement, but
12 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the
13 other class and subclass members that they were properly paid all wages and reimbursements, all in
14 order to increase Defendants' profits.

15 47. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff
16 and the other class and subclass members for all overtime hours worked. Plaintiff and the other class
17 and subclass members were required to work more than eight (8) hours per day and/or forty (40) hours
18 per week without overtime compensation for all overtime hours worked.

19 48. During the relevant time period, Defendants failed to provide all requisite, legally
20 compliant meal and rest periods to Plaintiff and the other class and subclass members.

21 49. During the relevant time period, Defendants failed to pay Plaintiff and the other class
22 and subclass members at least minimum wages for all hours worked.

23 50. During the relevant time period, Defendants failed to pay all sick pay wages to Plaintiff
24 and the other class and subclass members in accordance with California law.

25 51. During the relevant time period, Defendants failed to pay all tips/gratuities to Plaintiff
26 and other class and subclass members in accordance with California law.

27 52. During the relevant time period, Defendants failed to pay Plaintiff and the other class
28 and subclass members all wages owed to them during their employment.

1 53. During the relevant time period, Defendants failed to provide complete or accurate
2 wage statements to Plaintiff and the other class and subclass members.

3 54. During the relevant time period, Defendants failed to keep complete and accurate
4 employment and payroll records for Plaintiff and the other class and subclass members in accordance
5 with California law, including Cal. Lab. Code § 1174(d).

6 55. During the relevant time period, Defendants failed to reimburse Plaintiff and the other
7 class and subclass members for all necessary business-related expenses and costs.

8 56. As a result of the above facts, during the relevant time period, Defendants were and
9 continue to be in violation of the California Labor Code, including §§ 98.1, 200, 204, 210, 216, 218.5,
10 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247, 249, 350, 351, 353, 510, 512, 516, 558,
11 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable IWC
12 Wage Orders related to these claims arising under the California Labor Code, the California Business
13 and Professions Code §§ 17200, *et seq.*, the California Civil Code §§ 3287, 3336 and 3294, the
14 California Code of Regulations, Title 8, section 11000 *et seq.* and Title 12, §§ 11040 *et seq.*; and
15 California Code of Civil Procedure § 1021.5, seeking unpaid or incorrectly paid wages and
16 compensation, unpaid meal and rest period compensation, unreimbursed expenses, penalties,
17 liquidated damages, interest, reasonable attorneys' fees and costs, and other relief.

18 57. During the relevant time period, Defendants failed to properly compensate Plaintiff
19 and the other class and subclass members pursuant to California law in order to increase Defendants'
20 profits. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the
21 right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this
22 article."

23 58. All of the conduct and violations alleged herein occurred during the class period.

24 59. Defendants' illegal policies and practices were applied to Plaintiff and the other class
25 and subclass members, and were in effect throughout the class period.

1 **CLASS ACTION ALLEGATIONS**

2 60. Plaintiff brings this action on her own behalf and on behalf of each and all other
3 persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure
4 § 382.

5 61. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 authorized by California law.

7 62. The proposed Class is defined as follows:

8 All persons who worked for any Defendant in California as an hourly, non-exempt
9 employee at any time during the period beginning four (4) years before the filing of the
10 initial complaint in this action to final judgment.

11 63. Plaintiff also seeks to represent subclasses included in Plaintiff's class, including the
12 following:

- 13 a. All class members who were not paid at least minimum wage for all hours worked;
14 b. All class members who were not properly or accurately paid all overtime wages
15 owed (including, but not limited to, at their "regular rate of pay" for overtime
16 compensation) for hours worked over 8 in a day or 40 in a workweek;
17 c. All class members who worked more than 5 hours in a workday and were not
18 provided with a timely, uninterrupted, duty-free, and otherwise lawful meal period
19 of 30 minutes, and were not paid compensation of 1-hour of premium wages at the
20 employee's regular rate in lieu thereof;
21 d. All class members who worked more than 3.5 hours in a workday and were not
22 authorized or permitted to take a 10-minute uninterrupted, duty-free and otherwise
23 lawful rest period for every 4 hours or major fraction thereof worked per day and
24 were not paid compensation of 1-hour of premium wages at the employee's regular
25 rate in lieu thereof;
26 e. All class members who were not reimbursed for all necessary business
27 expenditures;
28 f. All class members who were not accurately paid all gratuities owed;
g. All class members who were not accurately paid for sick pay;
h. All class members who did not timely receive all wages and compensation when
due;
i. All class members who were not provided with accurate and complete itemized
wage statements;

- 1 j. All class members whose records were not properly and accurately maintained/kept
2 (including employment, pay, and time records); and
3
4 k. All class members who were subjected to Defendants' unfair business practices.

5 64. Plaintiff reserves the right, including under California Rule of Court 3.765, to amend
6 or modify the descriptions of the Class and/or subclasses as appropriate (including to further divide
7 the Class Members into additional subclasses) and/or to add additional subclasses. Any reference
8 herein to the Class Members or Plaintiff's Class includes the members of each of the subclasses.

9 65. At all material times, Plaintiff was a member of the Class.

10 66. Plaintiff undertakes this concerted activity to improve the wages and working
11 conditions of all Class Members.

12 67. There is a well-defined community of interest in the litigation, and the Class is readily
13 ascertainable:

- 14 a. Numerosity: The Class and subclass members are so numerous that joinder of all
15 members would be unfeasible and impractical. The membership of the entire Class
16 and classes is unknown to Plaintiff at this time; however, upon information and
17 belief, the Class and each of the subclasses is estimated to be greater than fifty (50)
18 individuals and the identity of such membership is readily ascertainable by
19 inspection of Defendants' employment records.
- 20 b. Typicality: Plaintiff's claims are typical of all other Class and subclass members
21 as demonstrated herein. Plaintiff will fairly and adequately protect the interests of
22 the other Class and subclass members with whom they have a well-defined
23 community of interest.
- 24 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
25 and subclass member with whom there is a shared, well-defined community of
26 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts
27 with or interests antagonistic to any Class and subclass members. Plaintiff's
28 attorneys, the proposed class counsel, are competent and versed in the rules
governing class action discovery, certification, and settlement. Plaintiff has

1 incurred, and during the pendency of this action, will continue to incur, costs and
2 attorneys' fees that have been, are, and will be necessarily expended for the
3 prosecution of this action for the substantial benefit of each class and subclass
4 member.

5 d. Superiority: A class action is superior to other available methods for the fair and
6 efficient adjudication of this litigation, including because joinder of all Class and
7 subclass members is impractical.

8 e. Public Policy Considerations: The public policy of the State of California is to
9 resolve the California Labor Code claims of many employees through a class
10 action. Certification of this lawsuit as a class action will advance public policy
11 objectives. Employers of this great state violate employment and labor laws every
12 day. Current employees are often afraid to assert their rights out of fear of direct
13 and indirect retaliation. And former employees are fearful of bringing actions
14 because they believe their former employers might damage their future endeavors
15 through negative references and/or other means. However, class actions provide
16 the class and subclass members who are not named in the complaint with a type of
17 anonymity that allows for the vindication of their rights at the same time as their
18 privacy is protected.

19 68. There are common questions of law and fact as to the class and subclass members that
20 predominate over questions affecting only individual members. The following common questions of
21 law or fact, among others, exist as to the members of the class/subclasses:

- 22 a. Whether Defendants unlawfully failed to correctly calculate and pay overtime,
23 regular, minimum and premium wages, gratuities and other compensation due to
24 class and subclass members;
- 25 b. Whether Defendants' failure to pay wages or other compensation, without
26 abatement or reduction, in accordance with the California Labor Code, was willful;
- 27 c. Whether Defendants had a corporate policy and practice of failing to pay their
28 hourly-paid or non-exempt employees within the State of California for all hours

1 worked and missed (short, late, restricted, interrupted, and/or missed altogether)
2 meal periods and rest breaks in violation of California law;

3 d. Whether Defendants required Plaintiff and the other class and subclass members
4 to work over eight (8) hours per day and/or over forty (40) hours per week and
5 failed to pay the legally required overtime compensation to Plaintiff and the other
6 class and subclass members;

7 e. Whether Defendants failed to pay overtime wages to Plaintiff and the other class
8 and subclass members for all overtime hours worked, or failed to pay such overtime
9 wages at the correct “regular rate”;

10 f. Whether Defendants deprived Plaintiff and the other class and subclass members
11 of legally compliant meal and/or rest breaks by, among other things, failing to
12 provide them timely, uninterrupted breaks, and/or requiring them to perform any
13 work during such breaks, and/or requiring them to remain on the premises for such
14 breaks;

15 g. Whether Defendants failed to pay regular and minimum wages to Plaintiff and the
16 other class and subclass members for all hours worked;

17 h. Whether Defendants failed to pay all wages due to Plaintiff and the other class and
18 subclass members within the required time during their employment;

19 i. Whether Defendants provided accurate itemized wage statements, wage reporting,
20 and records maintenance as required by the California Labor Code; including, *inter*
21 *alia*, sections 226 and 1174;

22 j. Whether Defendants failed to reimburse Plaintiff and the other class and subclass
23 members for necessary business-related expenses and costs;

24 k. Whether Defendants’ conduct was intentional, willful or reckless;

25 l. Whether Defendants’ policies, practices, or procedures were illegal;

26 m. Whether Defendants engaged in unfair business practices in violation of California
27 Business & Professions Code §§ 17200, *et seq.*;

- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class and subclass members are entitled to compensatory damages pursuant to the California Labor Code.

69. In addition to meeting the statutory pre-requisites to a class action, this action is properly maintained as a class action pursuant to California Code of Civil Procedure § 382, in that:

- a. Without class certification, and determination of declaratory, injunctive, statutory and other legal questions with the class format, the prosecution of separate actions by individual members of the class and/or subclasses will create a risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the Class and/or subclasses which would establish incompatible standards of conduct for the parties opposing the class; and/or
 - ii. Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants.
- b. The parties opposing the class have acted or refused to act on grounds generally applicable to the class making appropriate class-wide relief with respect to the class and/or subclasses as a whole in that Defendants failed to pay all wages due to members of the class as required by law.
 - i. With respect to the unfair business practices act claim, the final relief on behalf of the class and/or subclass sought does not relate exclusively to restitution because through this claim Plaintiff seeks declaratory relief holding that the Defendants' policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental

1 equitable relief as may be necessary to prevent and remedy the conduct
2 declared to constitute unfair competition

3 c. Common questions of law and fact exist as to the members of the class and
4 subclasses, with respect to the practices and violations of California law as listed
5 herein, and predominate over any question affecting only individual class and/or
6 subclass members, and a class action is superior to other available methods for the
7 fair and efficient adjudication of the controversy, including consideration of:

8 i. The interests of the members of the class and/or subclasses in individually
9 controlling the prosecution or defense of separate actions in that the
10 substantial expense of individual actions will be avoided to recover the
11 relatively small amount of economic losses sustained by the individual class
12 and/or subclass members when compared to the substantial expense and
13 burden of individual prosecution of this litigation;

14 ii. Class certification will obviate the need for unduly duplicative litigation that
15 would create the risk of:

16 a. Inconsistent or varying adjudications with respect to individual members
17 of the class and/or subclasses, which would establish incompatible
18 standards of conduct for the Defendants; and/or

19 b. Adjudications with respect to individual members of the class and/or
20 subclasses would as a practical matter be dispositive of the interests of
21 the other members not parties to the adjudication or substantially impair
22 or impede their ability to protect their interests;

23 iii. In the context of wage litigation, because a substantial number of individual
24 class and subclass members will avoid asserting their legal rights out of fear
25 of retaliation by Defendants, which may adversely affect an individual's job
26 with Defendants or with a subsequent employer, the class action is the only
27 means to assert their claims through a representative; and
28

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. §

70. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against all Defendants)

71. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

72. California Labor Code §§ 510, 1194, 1197, 1198 and the applicable IWC Wage Order(s) provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

73. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class and subclass members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

1 74. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
3 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 75. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
5 policy, an employer must timely pay its employees for all hours worked.

6 76. California Labor Code § 510 codifies the right to overtime compensation at one-and-
7 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
8 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime
9 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
10 day or in excess of eight (8) hours in a day on the seventh day of work.

11 77. During the relevant time period, Plaintiff and the other class and subclass members
12 were required, permitted, or suffered by Defendants to work for Defendants in excess of eight (8)
13 hours in a day, and/or in excess of forty (40) hours in a week, including performing work duties off-
14 the-clock.

15 78. During the relevant time period, Defendants intentionally and willfully failed to
16 properly pay overtime wages owed to Plaintiff and the other class and subclass members. Plaintiff
17 and the other class and subclass members did not receive overtime compensation at one and one-half
18 times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
20 of work.

21 79. In committing these violations of the California Labor Code, Defendants also
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by Plaintiff
23 and other class and subclass members, including by failing to incorporate all forms of compensation
24 into the regular rate of pay.

25 80. During the relevant time period, Plaintiff and other class and subclass members have
26 been paid less for overtime worked than they are entitled to, constituting a failure to pay all earned
27 wages.

81. Defendants' failure to pay Plaintiff and the other class and subclass members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code §§ 510, 1194, and 1198, and is therefore unlawful.

82. Pursuant to California Labor Code §§ 1194, 218.5, and 218.6, Plaintiff and the other class and subclass members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code § 226.7 and 512

(Against all Defendants)

83. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

84. At all relevant times, the IWC Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and the other class and subclass members' employment by Defendants.

85. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

86. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

87. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

1 88. During the relevant time period, Plaintiff and the other class members who were
2 scheduled to work for a period of more than five (5) hours, and who did not waive their legally-
3 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
4 hours without an uninterrupted off-duty meal period of not less than thirty (30) minutes.

5 89. During the relevant time period, Plaintiff and the other class and subclass members'
6 meal periods were missed, shortened, taken late, restricted to Defendants' premises, interrupted and/or
7 otherwise noncompliant with California law, as alleged herein.

8 90. As a result, Defendants failed to relieve Plaintiff and the other class and subclass
9 members of all duties, failed to relinquish control over Plaintiff and the other class and subclass
10 members' activities, failed to permit Plaintiff and the other class and subclass members a reasonable
11 opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted
12 meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours.

13 91. During the relevant time period, Defendants intentionally and willfully required
14 Plaintiff and the other class and subclass members to work during meal periods and failed to
15 compensate Plaintiff and the other class and subclass members the full meal period premium for work
16 performed during meal periods.

17 92. During the relevant time period, Defendants failed to pay Plaintiff and the other class
18 and subclass members their proper and full meal period premiums due pursuant to California Labor
19 Code § 226.7.

20 93. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
21 §§ 226.7 and 512.

22 94. Pursuant to applicable IWC Wage Order, California Labor Code §§ 218.6, 226.7(c),
23 and 512, and California Civil Code § 3287, Plaintiff and the other class and subclass members are
24 entitled to recover from Defendants one additional hour of pay at the employee's regular rate of
25 compensation for each work day that the meal or rest period is not provided, as well as interest,
26 penalties, expenses, and costs of suit.

27 95. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and
28 subclass members are also entitled to recover attorney's fees and costs.

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1 lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide
2 such rest breaks in the middle of each work period.

3 102. During the relevant time period, Defendants willfully failed to provide Plaintiff and
4 the other class and subclass members with legally compliant rest periods and failed to pay Plaintiff
5 and the other class and subclass members their proper and full rest period premium due pursuant to
6 California Labor Code § 226.7.

7 103. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
8 § 226.7.

9 104. Pursuant to the applicable IWC Wage Orders and California Labor Code §§ 218.6 and
10 226.7(c), and California Civil Code § 3287, Plaintiffs and the other class and subclass members are
11 entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate
12 of compensation for each work day that the rest period was not provided, as well as interest, penalties,
13 expenses, and costs of suit.

14 105. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and
15 subclass members are also entitled to recover attorney's fees and costs.

16 **FOURTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

18 *(Against all Defendants)*

19 106. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
20 forth herein.

21 107. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
22 policy, an employer must timely pay its employees for all hours worked.

23 108. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1, and 1182.12
24 provided the minimum wage to be paid to employees, and that payment of a lesser wage than the
25 minimum so fixed is unlawful.

26 109. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than hours
27 set by the IWC or under conditions prohibited by the IWC Wage Order(s). Pursuant to Labor Code
28

1 §§ 1194(a) and 1194.2(a), an employee who has not been paid the legal minimum wage may recover
2 the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages.

3 110. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff
4 and the other class and subclass members as required, pursuant to California Labor Code §§ 1182.12,
5 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants'
6 effective payment of zero dollars per hour for time Plaintiff and the other class and subclass members
7 worked off the clock, as alleged herein.

8 111. Defendants' failure to pay Plaintiff and the other class and subclass members the
9 minimum wage as required violates California Labor Code, including §§ 204, 210, 216, 558, 1182.12,
10 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order(s). Pursuant to those sections,
11 Plaintiff and the other class and subclass members are entitled to recover the unpaid balance of their
12 minimum wage compensation as well as interest, costs (including statutory costs), penalties,
13 attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon.

15 112. Pursuant to California Labor Code § 1197.1, Plaintiff and the other class and subclass
16 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee
17 minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

18 113. Pursuant to California Labor Code § 1194.2, Plaintiff and the other class and subclass
19 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
20 unpaid and interest thereon.

21 114. Plaintiff and the other class and subclass members are also entitled to seek recovery of
22 attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

23 **FIFTH CAUSE OF ACTION**

24 **Violation of California Labor Code – Failure to Timely Pay Wages**

25 *(Against all Defendants)*

26 115. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
27 forth herein.
28

116. The California Labor Code provides various time limits by when an employer must pay its employees all wages due and owing to them.

117. For example, Labor Code § 204 requires that earned wages are due and payable twice in each calendar month. Accordingly, wages required by Labor Code §§ 226.7, 510, 1194, 346, 351, and other sections identified herein (and in the applicable Wage Orders) became due and payable to each employee twice in each month that he or she earned such wages, including for overtime and minimum wages, meal/rest period premiums, gratuities, and sick pay. Defendants violated Labor Code § 204 by systematically refusing to timely pay such wages when due during Plaintiff's and the class and subclass members' employment.

118. Labor Code § 210(a) provides that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalt[ies]."

119. As a result of the unlawful acts of Defendants, Plaintiff and other class and subclass members have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys' fees, and costs, including pursuant to Labor Code §§ 210, 218.5, 218.6, 510, and 1194.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226 and 1174

(Against all Defendants)

120. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

121. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the

1 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
2 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
4 The deductions made from payments of wages shall be recorded in ink or other indelible form,
5 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
6 deductions shall be kept on file by the employer for at least three years at the place of employment or
7 at a central location within the State of California.

8 122. Defendants have intentionally and willfully failed to provide Plaintiff and the other
9 class and subclass members with complete and accurate wage statements. The deficiencies include
10 the requirements listed in Section 226 *et al.* By way of examples only, Defendants' wage statements
11 failed to include regular time and overtime spent by Plaintiff and the members of the class or
12 subclasses performing off-the-clock work, all wages earned/owed for such time, all meal and/or rest
13 period premiums owed, the proper rate of pay for all hours worked, meal/rest period premiums and/or
14 sick-pay wages, and the proper gross and net wages earned (including at the correct rates). Defendants
15 had the information necessary to provide wage statements that accurately reflected the above
16 information, yet failed to do so on a systematic basis and instead provided legally noncompliant wage
17 statements.

18 123. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
19 the other class and subclass members have suffered injury and damage to their statutorily-protected
20 rights. Because Plaintiff and the other putative class and subclass members' wage statements did not
21 reflect, among other things, the accurate number of hours worked, Plaintiff and the putative class and
22 subclass members were unable to determine the total amount of regular and overtime hours they
23 worked, were unable to determine the total amount of compensation they were owed, and were unable
24 to verify they were paid the proper amounts. In order to determine how much Plaintiff and the other
25 putative class and subclass members should have been paid, Plaintiff and the other putative class and
26 subclass members would have had to engage in discovery and mathematical computations in order to
27 reconstruct the missing information. Thus, Plaintiff and the other class and subclass members have
28 been injured by Defendants' intentional and knowing violation of California Labor Code § 226(a).

124. The applicable IWC Wage Order(s), Cal. Labor Code §§ 226, 1174, and 1174.5 also require Defendants to maintain and preserve, among other items, complete and accurate employment records (including showing the names and addresses of all employees employed, start and end of shifts, time records (including when the employee begins and ends each work period), payroll records, employee schedules, meal periods, split shift intervals, total daily hours worked, total hours worked in the payroll period, applicable rates of pay, and wages paid). Defendants have knowingly and intentionally failed to comply with the Wage Order(s), and California Labor Code § 1174 relating to Plaintiff and the other class and subclass members, including by implementing policies and procedures and committing the violations alleged herein. Defendants' failure to comply with these laws is also an unfair business activity, including pursuant to Labor Code § 1175.

125. Plaintiff and the other class and subclass members are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), and/or any associated penalties or liquidated damages.

126. Plaintiff and the other class and subclass members are also entitled to damages and statutory penalties pursuant to California Labor Code §§ 226 and 1174.5, and civil penalties pursuant to Labor Code § 226.3, and other applicable provisions.

127. Plaintiff and the other class and subclass members are also entitled to attorney's fees and costs pursuant to California Labor Code § 226(e).

128. Plaintiff and the other class and subclass members are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against all Defendants)

129. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

130. Pursuant to California Labor Code §§ 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the

1 discharge of his or her job duties or in direct consequence of his or her obedience to the directions of
2 the employer.

3 131. Plaintiff and the other class and subclass members incurred necessary business-related
4 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
5 purchasing, cleaning and/or maintaining work uniforms on behalf of and for the benefit of Defendants,
6 amounts on tools, supplies, and equipment used for work, amounts incurred in complying with
7 Defendants' dress code, and costs related to using personal cell phones for business-related purposes.

8 132. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other
9 class and subclass members for all necessary business-related expenses and costs.

10 133. Plaintiff and the other class and subclass members are entitled to recover from
11 Defendants their business-related expenses and costs incurred during the course and scope of their
12 employment, plus interest accrued from the date on which the employee incurred the necessary
13 expenditures at the same rate as judgments in civil actions in the State of California.

14 134. Plaintiff and the other class and subclass members are also entitled to attorney's fees,
15 expenses, costs of suit, and interest pursuant to California Labor Code § 2802.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of California Labor Code § 351**

18 *(Against all Defendants)*

19 135. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
20 forth herein.

21 136. Defendants' conduct, as set forth above, in failing to properly remit the total proceeds
22 of gratuities/tips constitutes a violation of California Labor Code § 351. This violation is enforceable
23 pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.* Defendants'
24 conduct constitutes unlawful, unfair, and/or fraudulent business acts or practices, in that Defendants
25 have violated California Labor Code § 351 in not remitting to the non-managerial employees the total
26 gratuities and tips owed to them.

27 137. As a proximate result of the aforementioned violations, Plaintiff and the class and
28 subclass members have been damaged in an amount according to proof at trial, including the loss of

1 gratuities to which they were entitled and seek all wages earned and due, interest, penalties, expenses
2 and costs of suit.

3 **NINTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 233 and 246 (Sick Pay Violations)**

5 *(Against all Defendants)*

6 138. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
7 forth herein.

8 139. Cal. Lab. Code § 233 provides that an employer must permit an employee to use
9 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
10 entitlement. Cal. Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
11 accrued sick leave pursuant to Cal. Lab. Code § 246.5. Specifically, once accrued sick leave is used
12 as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate
13 and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
14 be calculated in the same manner as the regular rate of pay for the workweek in which the employee
15 uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii)
16 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages,
17 not including overtime premium pay, by the employee's total hours worked in the full pay periods of
18 the prior 90 days of employment." Under Cal. Lab. Code §§ 218 and 233, employees may sue to
19 recover unpaid or underpaid sick pay wages as damages. A violation of these requirements is
20 actionable pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.*

21 140. As a matter of policy and practice, Defendants either do not pay sick pay wages to
22 Plaintiff and the other class and subclass members and/or calculate it at the incorrect rate of pay.
23 Plaintiff and the other class and subclass members regularly use accrued sick leave in the workweeks
24 in which they also earn non-hourly remuneration. As a matter of policy and practice, Defendants
25 either do not pay sick wages or pay them to Plaintiff and the other class and subclass members at the
26 base (or other improper or inaccurate) hourly pay, as opposed to the regular rate of pay, which would
27 consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting from
28 dividing the employee's total wages, not including overtime premium pay, by the employee's total

1 hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendants
2 either did not pay, or underpaid sick pay wages to Plaintiff and the class and subclass members.

3 141. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during
4 each calendar month and are to be paid no later than the payday for the next regular payroll period.
5 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
6 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
7 regular payroll period after accrued sick leave is used as paid sick time. The Labor Code penalizes
8 untimely payments. For example, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab.
9 Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 210 and 218,
10 employees may sue to recover applicable penalties. As alleged herein and as a matter of policy and
11 practice, Defendants routinely did not pay or underpay sick pay wages in violation of Labor Code §§
12 233 and 246. Moreover, as alleged above, this non-payment and/or underpayment also violates
13 Section 210, among other Labor Code provisions, because Defendants fail to timely pay all such
14 wages when owed during employment.

15 142. Plaintiff is informed and believes that Defendants knew, or should have known, of the
16 mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California
17 Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits
18 to which an employee is entitled as a part of his or her compensation, including money, room, board,
19 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103
20 (2007). Because Defendants willfully fail to timely pay Plaintiff and the class and subclass members
21 all sick pay wages due, Defendants are subject to applicable penalties.

22 143. Such a pattern, practice, and uniform administration of corporate policy is unlawful
23 and entitles Plaintiff and the other class and subclass members to underpaid sick pay wages, including
24 interest thereon, applicable penalties, attorney's fees, and costs of suit.

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200 et seq.**

3 *(Against all Defendants)*

4 144. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
5 forth herein.

6 145. Defendants, and each of them, are “persons” as defined under California Business &
7 Professions Code § 17201.

8 146. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair
9 competition as any unlawful, unfair, or fraudulent business act or practice.

10 147. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful, fraudulent, and harmful to Plaintiff, other class and subclass members, to the general
12 public, and to Defendants’ competitors. Accordingly, Plaintiff seeks to enforce important rights
13 affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

14 148. Defendants’ activities as alleged herein are violations of California law, and
15 constitute unlawful, unfair, or fraudulent business acts or practices in violation of California
16 Business & Professions Code §§ 17200, *et seq.* Section 17203 authorizes injunctive, declaratory,
17 and/or other equitable relief with respect to unfair competition as follows:

18 Any person who engages, has engaged, or proposes to engage in unfair
19 competition may be enjoined in any court of competent jurisdiction.
20 The court may make such orders or judgments, including the
21 appointment of a receiver, as may be necessary to prevent the use or
22 employment by any person of any practice which constitutes unfair
23 competition, as defined in this chapter, or as may be necessary to restore
24 to any person in interest any money or property, real or personal, which
25 may have been acquired by means of such unfair competition.
26 Cal. Bus. & Prof. Code § 17203.

27 149. By the conduct alleged herein, Defendants have engaged and continue to engage in
28 business practices which violate California law, including but not limited to, the applicable IWC Wage
Order(s), the California Code of Regulations and the California Labor Code, including, but not limited
to, §§ 98.1, 200, 204, 210, 216, 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247,
249, 350, 351, 353, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1,

1 1198, 2800, and 2802, for which this Court should issue declaratory, injunctive, and other equitable
2 relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
3 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

4 150. By the conduct alleged herein, Defendants' practices were unlawful, unfair, deceptive,
5 and fraudulent in that these practices violate public policy, were immoral, unethical, oppressive,
6 unscrupulous or substantially injurious to employees, and were without valid justification or utility
7 for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
8 California Business & Professions Code, including restitution of wages and compensation wrongfully
9 withheld.

10 151. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
11 that Defendants' policy and practice failed to provide the legally mandated meal and rest periods, the
12 required amount of compensation for missed meal and rest periods and overtime, overtime, minimum,
13 sick, and gratuity wages owed, failed to timely pay wages, and failed to reimburse all necessary
14 business expenses incurred, due to business practices that cannot be justified, pursuant to the
15 applicable Cal. Lab. Code, and IWC requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
16 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
17 Code § 17203, including restitution of wages wrongfully withheld.

18 152. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
19 deceptive in that Defendants' employment practices caused Plaintiff and the other class and subclass
20 members to be underpaid.

21 153. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
22 deceptive in that Defendants' policies, practices and procedures failed to provide all legally required
23 meal/rest breaks to Plaintiff and other class and subclass members as required by Cal. Lab. Code §§
24 226.7 and 512, and the applicable IWC Wage Orders.

25 154. Plaintiff and the other class and subclass members have been personally injured by
26 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
27 limited to the loss of money and/or property.
28

155. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and the other class and subclass members are entitled to restitution of the wages withheld and retained by Defendants during the class period; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

156. Plaintiffs and the other class and subclass members are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued restraining Defendants from engaging in any unlawful and unfair business practices in the future.

157. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the class and subclasses; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class and subclass members;
5. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
6. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
7. For reasonable attorneys' fees, costs of suit, and interest incurred; and
8. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

9. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections and applicable IWC Wage Orders by willfully failing to provide all meal periods, or compensation in lieu thereof, to Plaintiff and the other class and subclass members;
10. That the Court make an award to Plaintiff and the other class and subclass members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
11. For all actual, consequential, and incidental losses and damages, according to proof;
12. For premium wages pursuant to California Labor Code § 226.7(c);
13. For pre-judgment interest on any unpaid wages from the date such amounts were due;
14. For reasonable attorneys' fees, costs of suit, and interest incurred; and
15. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

16. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections and applicable IWC Wage Orders by willfully failing to provide all rest periods, or compensation in lieu thereof, to Plaintiff and the other class and subclass members;
17. That the Court make an award to Plaintiff and the other class and subclass members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;
18. For all actual, consequential, and incidental losses and damages, according to proof;
19. For premium wages pursuant to California Labor Code § 226.7(c);
20. For pre-judgment interest on any unpaid wages from the date such amounts were due;
21. For reasonable attorneys' fees, costs of suit, and interest incurred; and
22. For such other and further relief as the Court may deem just and proper.

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23. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections by willfully failing to pay minimum wages to Plaintiff and the other class and subclass members;
24. For general unpaid wages and such general and special damages as may be appropriate;
25. For statutory wage penalties pursuant to California Labor Code § 1197.1 for Plaintiff and the other class and subclass members in the amount as may be established according to proof at trial;
26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
27. For reasonable attorneys' fees, costs of suit, and interest incurred;
28. For liquidated damages pursuant to California Labor Code § 1194.2; and
29. For such other and further relief as the Court may deem just and proper.

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30. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections by willfully failing to pay all compensation owed during employment to Plaintiff and the other class and subclass members;
31. For general unpaid wages and such general and special damages as may be appropriate;
32. For all actual, consequential, and incidental losses and damages, according to proof;
33. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
34. For reasonable attorneys' fees, costs of suit, and interest incurred; and
35. For such other and further relief as the Court may deem just and proper.

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36. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of the applicable California Labor Code sections, including sections 226(a) and 1174, and the applicable IWC Wage Orders as to Plaintiff and the other class and

subclass members, and willfully failed to provide accurate itemized wage statements thereto and failed to maintain appropriate records;

37. For actual, consequential and incidental losses and damages, according to proof;
38. For statutory penalties pursuant to California Labor Code § 226(e);
39. For injunctive relief to ensure compliance with this section, including pursuant to California Labor Code § 226(h); and
40. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class and subclass members for all necessary business-related expenses as required by California Labor Code §§ 2800 and 2802;
42. For actual, consequential and incidental losses and damages, according to proof;
43. For the imposition of civil penalties and/or statutory penalties;
44. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and
45. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the applicable California Labor Code sections by willfully failing to pay all sick pay wages;
47. Compensatory damages, according to proof at trial, including compensatory damages due to Plaintiff and the class and subclass members;
48. For actual, consequential and incidental losses and damages, according to proof;
49. For general unpaid wages and such general and special damages as may be appropriate;
50. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and
51. Such other and further relief as the Court deems just and equitable.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated the applicable California Labor Code sections by willfully failing to pay all gratuities/tips owed;

- 1 53. For compensatory damages, according to proof at trial;
2 54. For actual, consequential and incidental losses and damages, according to proof;
3 55. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and
4 56. Such other and further relief as the Court deems just and equitable.

5 As to the Tenth Cause of Action

- 6 57. That the Court declare, adjudge and decree that Defendants violated California
7 Business and Professions Code §§ 17200, *et seq.* for the reasons identified herein.
8 58. For restitution of unpaid wages to Plaintiff and all the other class and subclass members
9 and all pre-judgment interest from the day such amounts were due and payable;
10 59. For the appointment of a receiver to receive, manage and distribute any and all funds
11 disgorged from Defendants and determined to have been wrongfully acquired by
12 Defendants as a result of violation of California Business and Professions Code §§
13 17200, *et seq.*;
14 60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
15 Code of Civil Procedure § 1021.5;
16 61. For injunctive relief to ensure compliance with this section, pursuant to California
17 Business and Professions Code §§ 17200, *et seq.*; and
18 62. For such other and further relief as the Court may deem just and proper.

19 As to all Causes of Action

- 20 63. For any additional relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff, individually, and on behalf of other employees similarly situated, demands a trial by
23 jury as to all causes of action triable by jury.

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25 Date: December __, 2025

KV LAW, P.C.

26 /s/ Kristapor Vartanian

27 By: _____

28 Kristapor Vartanian
Attorney for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 11400 West Olympic Blvd., Suite 200 #2042, Los Angeles, California 90064.

On May 26, 2026, I served the foregoing document(s) described **CLASS AND REPRESENTATIVE ACTION FIRST AMENDED COMPLAINT** on the interested parties to this action by delivering a copy thereof addressed to each of said interested parties at the following address(es): SEE ATTACHED

☐ **(BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

☒ **(BY ELECTRONIC SERVICE)** Pursuant to the Parties' agreement and the Court's order(s) to use Case Anywhere in this matter, I caused the foregoing document(s) to be delivered electronically via the Case Anywhere system to the email addresses of the addressees set forth in the attached service list.

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 26, 2026, at Los Angeles, California.

/s/ Kristapor Vartanian

Kristapor Vartanian

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