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County of San Diego

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Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CINDY LEE, individually and on behalf of
others similarly situated, and as aggrieved
employee and Private Attorney General

Plaintiff,

vs.

FOODMASTERS LLC DBA MATCHA
CAFE MAIKO SAN DIEGO, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CU003185C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**
*Amended as a Matter of Right Pursuant to
Labor Code § 2699.3(c)*

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff CINDY LEE (“Plaintiff”), individually and on behalf of other members of the
2 general public similarly situated, and as Private Attorney General, based upon facts that either
3 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
4 for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants FOODMASTERS LLC DBA
7 MATCHA CAFE MAIKO SAN DIEGO and DOES 1 THROUGH 50 (hereinafter also
8 collectively referred to as “Defendants”) for California Labor Code violations, unfair business
9 practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation,
10 failure to provide meal periods, failure to authorize and permit rest periods, failure to pay
11 minimum wage, unlawful deduction of wages, failure to timely pay wages, failure to provide
12 accurate wage statements, failure to maintain accurate time and payroll records, and failure to
13 reimburse necessary business-related expenses.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
15 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
17 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff’s Tenth Cause of Action is brought solely as a representative action, and
21 solely as a Private Attorney General, on behalf of the State of California for all aggrieved
22 employees, including herself and other aggrieved employees of Defendants against whom a
23 violation of the same provision was committed (hereinafter collectively referred to as the
24 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq; *Balderas v.*
25 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and
26 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved
27 employee against whom the alleged violations occurred. The civil penalties sought by Plaintiff
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1 exceed the minimal jurisdiction limits of the Superior Court and will be established according to
2 proof at trial.

3 4. The Court has jurisdiction over this action pursuant to the California Constitution,
4 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
5 except those given by statute to other courts. The statutes under which this action is brought do
6 not specify any other basis for jurisdiction.

7 5. This Court has jurisdiction over Defendants because, upon information and belief,
8 Defendants are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and
11 substantial justice.

12 6. Venue is proper in this Court because, upon information and belief, Defendants
13 maintain offices, have agents, and/or transact business in the State of California, County of San
14 Diego.

15 **PARTIES**

16 7. Plaintiff CINDY LEE is an individual residing in the County of San Diego, State
17 of California.

18 8. Defendant FOODMASTERS LLC DBA MATCHA CAFE MAIKO SAN
19 DIEGO, is and at all times herein mentioned was, a limited liability company organized and
20 existing under the laws of the State of California and registered to do business in the state of
21 California.

22 9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
23 and therefore sues these defendants by such fictitious names. The Doe defendants may be
24 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
25 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
26 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at
27 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
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1 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
2 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
3 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
4 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
5 were proximately caused by its conduct. FOODMASTERS LLC DBA MATCHA CAFE MAIKO
6 SAN DIEGO and Doe Defendants 1 through 50 are collectively referred to herein as
7 "Defendants."

8 10. Defendants are and at all times herein mentioned were, (a) conducting business in
9 the County of San Diego, State of California, and (b) the employer of Plaintiff consistent with the
10 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

11 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Plaintiff, the Class, so as to make each of said Defendants employers and employers jointly liable
14 under the statutory provisions set forth herein.

15 **CLASS ACTION ALLEGATIONS**

16 12. Plaintiff brings the First through Ninth Causes of Action as a class action on her
17 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
18 seeks class certification under Code of Civil Procedure section 382.

19 13. The proposed class is defined as follows: All current and former non-exempt
20 employees of any of the Defendants within the State of California at any time commencing four
21 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified
22 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.>").

23 14. Plaintiff reserves the right to establish other subclasses as appropriate.

24 15. The Class is ascertainable and there is a well-defined community of interest in the
25 litigation:

- 26 a. Numerosity: The Class Members are so numerous that joinder of all Class
27 Members is impracticable. The membership of the entire Class is unknown to
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1 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
2 individuals and the identity of such membership is readily ascertainable by
3 inspection of Defendants' employment records.

4 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
5 herein. Plaintiff will fairly and adequately protect the interests of the other Class
6 Members with whom she has a well-defined community of interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
8 Member, with whom she has a well-defined community of interest and typicality
9 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
10 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
11 versed in the rules governing class action discovery, certification, and settlement.
12 Plaintiff has incurred, and during the pendency of this action will continue to
13 incur, costs and attorneys' fees, that have been, are, and will be necessarily
14 expended for the prosecution of this action for the substantial benefit of each Class
15 Member.

16 d. Superiority: A class action is superior to other available methods for the fair and
17 efficient adjudication of this litigation because individual joinder of all Class
18 Members is impractical.

19 e. Public Policy Considerations: Certification of this lawsuit as a class action will
20 advance public policy objectives. Employers of this great state violate
21 employment and labor laws every day. Current employees are often afraid to
22 assert their rights out of fear of direct or indirect retaliation. However, class
23 actions provide the Class Members who are not named in the complaint
24 anonymity that allows for the vindication of their rights.

25 16. There are common questions of law and fact as to the Class that predominate over
26 questions affecting only individual members. The following common questions of law or fact,
27 among others, exist as to the members of the Class:
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- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- h. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendants failed to reimburse Plaintiff and the other Class Members

for all necessary business-related expenses and costs in violation of California Labor Code section 2802;

1. Whether Defendants unlawfully withheld or deducted wages in violation of Labor Code section 221;
- m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- n. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- o. Whether Defendants' conduct was with malice, fraud or oppression;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendants operate cafés.

18. Defendants employed Plaintiff to work as a Barista from approximately December 31, 2024 to August 5, 2025.

19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of

1 Plaintiff, the Class, and the Aggrieved Employees.

2 21. At all times herein mentioned, Defendants were subject to the Labor Code of the
3 State of California and the applicable Industrial Welfare Commission Orders.

4 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
5 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
6 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
7 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,
8 thereby failing to pay them for all hours worked, including minimum and overtime wages.
9 Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved
10 Employees from accurately recording the actual time worked, resulting in a failure to pay
11 Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants
12 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and
13 duty-free meal periods and rest periods in violation of California law. Defendants failed to
14 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related
15 expenses. Defendants also unlawfully withheld or collected from wages paid to Plaintiff, the
16 Class, and the Aggrieved Employees.

17 23. Throughout the time period involved in this case, Defendants have implemented
18 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
19 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
20 and the Aggrieved Employees of all duties in order to take compliant meal periods, regularly
21 failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their
22 meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a
23 reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff,
24 the Class, and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks
25 no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute
26 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
27 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,
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1 the Class, and the Aggrieved Employees.

2 24. Throughout the time period involved in this case, Defendants did not adequately
3 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
4 California law. Moreover, Defendants systematically disregarded their own written policies
5 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
6 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
7 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
8 meal periods, require Plaintiff, the Class, and the Aggrieved Employees to sign non-voluntary
9 meal waivers, and to require Plaintiff, the Class, and the Aggrieved Employees to work through
10 their meal periods, for which they were not compensated.

11 25. Throughout the time period involved in this case, Defendants failed to pay
12 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
13 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
14 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
15 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
16 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
17 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
18 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the
19 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
20 short, late, and/or interrupted.

21 26. Throughout the time period involved in this case, Defendants have implemented
22 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
23 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
24 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
25 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
26 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
27 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
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1 work period.

2 27. Throughout the time period involved in this case, Defendants did not adequately
3 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
4 California law. Moreover, Defendants systematically disregarded their own written policies
5 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
6 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
7 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
8 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees
9 to work through their rest periods.

10 28. Throughout the time period involved in this case, Defendants failed to pay
11 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
12 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
13 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
14 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
15 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
16 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
17 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
18 Employees at their regular rate of pay when a rest period was missed, short, late and/or
19 interrupted.

20 29. Throughout the time period involved in this case, Defendants regularly required
21 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Defendants
22 regularly required that Plaintiff, the Class, and the Aggrieved Employees complete all of their
23 duties, including respond to work-related communications, outside of working hours, for which
24 they were not compensated.

25 30. Throughout the time period involved in this case, Defendants implemented policies
26 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
27 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
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1 all wages owed.

2 31. Throughout the time period involved in this case, Plaintiff, the Class, and the
3 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
4 week.

5 32. Throughout the time period involved in this case, Defendants regularly failed to
6 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
7 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
8 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
9 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
10 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
11 they were not receiving wages for overtime compensation.

12 33. Throughout the time period involved in this case, Defendants failed to pay
13 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
14 based on regular rates of pay correctly calculated to include all applicable remuneration.

15 34. Throughout the time period involved in this case, Defendants regularly failed to
16 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
17 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
18 Employees were entitled to receive at least minimum wages for all hours worked and that they
19 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
20 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
21 Employees at the required minimum wage pursuant to California law, and requiring Plaintiff, the
22 Class, and the Aggrieved Employees to perform work off the clock.

23 35. Throughout the time period involved in this case, Defendants regularly failed to
24 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
25 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
26 Employees were entitled to receive all wages owed to them upon termination within the time
27 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
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1 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
2 including overtime compensation and minimum wages within any time permissible under
3 California Labor Code section 202. For example, Plaintiff received verbal notice of her immediate
4 termination on August 5, 2025, but Defendants did not immediately pay her final wages and
5 instead waited to provide her final paycheck until August 7, 2025.

6 36. Throughout the time period involved in this case, Defendants regularly failed to
7 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
8 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
9 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
10 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
11 Employees did not receive payment of all wages, including overtime compensation, minimum
12 wages, and meal and rest period premiums.

13 37. Throughout the time period involved in this case, Defendants regularly failed to
14 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
15 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
16 Employees were entitled to receive complete and accurate wage statements in accordance with
17 California law, but, in fact, they did not receive complete and accurate wage statements from
18 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
19 worked, the actual gross wages earned, the correct rates of pay, net wages earned, all applicable
20 hourly rates, all sick pay accrued and used, and all deductions.

21 38. Throughout the time period involved in this case, Defendants regularly failed to
22 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
23 Defendants knew or should have known that Defendants were required to keep complete and
24 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
25 California law, but, in fact, did not keep complete and accurate payroll records.

26 39. Throughout the time period involved in this case, Defendants regularly failed to
27 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total
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1 daily hours, hours per pay period, and applicable pay rates.

2 40. Throughout the time period involved in this case, Defendants implemented
3 policies and practices in which Defendants deducted all cash tips left by customers from the wages
4 paid to Plaintiff, the Class, and the Aggrieved Employees. Defendants' policies and practices
5 allowing for deduction of wages does not comport with any exception enumerated in California
6 Labor Code section 224 and is therefore unlawful under California law.

7 41. Throughout the time period involved in this case, Defendants failed to reimburse
8 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
9 including but not limited to personal cellphones for work-related communications and for the use
10 of mandatory mobile applications for timekeeping purposes. Defendants knew or should have
11 known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved
12 Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in
13 violation of California law.

14 42. Throughout the time period involved in this case, Defendants knew or should have
15 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
16 pursuant to California law. Defendants had the financial ability to pay such compensation, but
17 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
18 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
19 Defendants' profits.

20 43. California Labor Code section 218 states that nothing in Article 1 of the Labor
21 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
22 to him [or her] under this article."

23 **FIRST CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 510 and 1198)**

25 **(Against All Defendants)**

26 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.
28

1 45. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

10 47. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation at a
12 rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a
13 day and for all hours worked in excess of eight (8) hours on the seventh day of work in a
14 workweek.

15 48. California Labor Code section 510 codifies the right to overtime compensation at
16 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
17 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
18 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
19 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

20 49. During the relevant time period, Plaintiff and the other Class Members regularly
21 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

22 50. During the relevant time period, Defendants intentionally and willfully failed to
23 pay overtime wages owed to Plaintiff and the other Class Members.

24 51. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid
25 balance of overtime compensation, as required by California laws, violates the provisions of
26 California Labor Code sections 510 and 1198, and is therefore unlawful.

27 52. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
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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(a))

(Against All Defendants)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

54. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

55. At all relevant times, California Labor Code section 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.

56. At all relevant times, the applicable IWC Wage Order and California Labor Code section 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.

57. At all relevant times, California Labor Code section 512(a) further provides 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.

58. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their

1 legally-mandated meal periods by mutual consent, were required to work for periods longer than
2 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

3 59. During the relevant time period, Plaintiff and the other Class Members who were
4 scheduled to work for a period of time in excess of ten (10) hours were required to work for
5 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 60. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
9 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
10 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

11 61. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 Class Members the full meal period premiums due pursuant to California Labor Code section
13 226.7.

14 62. Defendants' conduct violates the applicable IWC Wage Order and California
15 Labor Code sections 226.7 and 512(a).

16 63. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each work day that the
19 meal period was not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against All Defendants)**

23 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 65. At all times herein set forth, the applicable IWC Wage Order and California Labor
26 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
27 Defendants.
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1 66. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 67. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof unless the total daily work time is less than three and one-half
9 (3.5) hours.”

10 68. During the relevant time period, Defendants required Plaintiff and other Class
11 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
12 period per each four (4) hour period worked.

13 69. During the relevant time period, Defendants willfully required Plaintiff and the
14 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
15 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
16 Members to take uninterrupted, duty-free rest breaks.

17 70. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
19 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
20 other Class Members from taking uninterrupted rest periods.

21 71. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 72. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
25 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
26 that the rest period was not provided.

27 **FOURTH CAUSE OF ACTION**
28

1 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

2 **(Against All Defendants)**

3 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
4 every allegation set forth above.

5 74. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
6 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
7 the minimum so fixed is unlawful.

8 75. During the relevant time period, Defendants regularly failed to pay minimum wage
9 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
10 1194, 1197, and 1197.1.

11 76. Defendants' failure to pay Plaintiff and the other Class Members the minimum
12 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
13 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
14 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
15 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

16 77. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
17 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
18 unpaid and interest thereon.

19 **FIFTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 201, 202, 203)**

21 **(Against All Defendants)**

22 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 79. At all relevant times herein set forth, California Labor Code sections 201 and 202
25 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
26 discharge are due and payable immediately, and if an employee quits his or her employment, his
27 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
28

1 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
2 the employee is entitled to his or her wages at the time of quitting.

3 80. During the relevant time period, the employment of Plaintiff and many other Class
4 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
5 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
6 employed by Defendants all of their wages, earned and unpaid, including but not limited to
7 minimum wages, straight time wages, and overtime wages, timely upon separation of
8 employment.

9 81. Defendants' failure to pay Plaintiff and other Class Members who are no longer
10 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
11 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

16 83. Plaintiff and other Class Members who are no longer employed by Defendants are
17 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
18 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 204 and 210)**

21 **(Against All Defendants)**

22 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above

24 85. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
26 calendar month, other than those wages due upon termination of an employee, are due and payable
27 between the 16th and 26th day of the month during which the labor was performed.
28

1 86. At all times herein set forth, California Labor Code section 204 provides that all
2 wages earned by any person in any employment between the 16th and the last day, inclusive, of
3 any calendar month, other than those wages due upon termination of an employee, are due and
4 payable between the 1st and the 10th day of the following month.

5 87. At all times herein set forth, California Labor Code section 204 provides that all
6 wages earned for labor in excess of the normal work period shall be paid no later than the payday
7 for the next regular payroll period.

8 88. During the relevant time period, Defendants intentionally and willfully failed to
9 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
10 under California Labor Code section 204.

11 89. Plaintiff and other Class Members are entitled to recover all available remedies for
12 Defendant's violations of California Labor Code section 204, including statutory penalties
13 pursuant to Labor Code section 210(b).

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226(a))**

16 **(Against All Defendants)**

17 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
18 every allegation set forth above.

19 91. At all material times set forth herein, California Labor Code section 226(a)
20 provides that every employer shall furnish each of his or her employees an accurate itemized
21 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
22 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
23 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
24 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
25 of the period for which the employee is paid, (7) the name of the employee and his or her social
26 security number, (8) the name and address of the legal entity that is the employer, and (9) all
27 applicable hourly rates in effect during the pay period and the corresponding number of hours
28

1 worked at each hourly rate by the employee. The deductions made from payments of wages shall
2 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
3 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
4 least three years at the place of employment or at a central location within the State of California.

5 92. Defendants have intentionally and willfully failed to provide Plaintiff, the Class,
6 and the Aggrieved Employees with complete and accurate wage statements. The deficiencies
7 include, but are not limited to the failure list the total number of hours worked, the actual gross
8 wages earned, the correct rates of pay, net wages earned, all applicable hourly rates, the sick pay
9 accrued and used, and all deductions.

10 93. Because of Defendants' violation of California Labor Code section 226(a),
11 Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their
12 statutorily-protected rights.

13 94. More specifically, Plaintiff, the Class, and the Aggrieved Employees have been
14 injured by Defendants' intentional and willful violation of California Labor Code section 226(a)
15 because they were denied both their legal right to receive, and their protected interest in receiving,
16 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

17 95. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from
18 Defendants the greater of their actual damages caused by Defendants' failure to comply with
19 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
20 per employee.

21 96. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive
22 relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 2800 and 2802)**

25 **(Against All Defendants)**

26 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.
28

98. Pursuant to California Labor Code sections 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 job duties or in direct consequence of his or her obedience to the directions of the employer.

99. Plaintiff, the Class, and the Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff, the Class, and the Aggrieved Employees for costs incurred as a result of, including but not limited to, simple negligence.

100. Defendants have intentionally and willfully failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs. Plaintiff, the Class, and the Aggrieved Employees 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.

NINTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)

(Against All Defendants)

101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, the Class, and the Aggrieved Employees, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

103. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

1 104. A violation of California Business & Professions Code section 17200, *et seq.* may
2 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
3 and practices of requiring employees, including Plaintiff, the Class, and the Aggrieved
4 Employees, to work overtime without paying them proper compensation violate California Labor
5 Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
6 employees, including Plaintiff, the Class, and the Aggrieved Employees, to work through their
7 meal and rest periods without paying them proper compensation violate California Labor Code
8 sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay
9 wages to Plaintiff, the Class, and the Aggrieved Employees violate California Labor Code
10 sections 201, 202, 203 and 204.

11 105. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
12 1197.1, 510, 1174(d), 2800, and 2802.

13 106. As a result of the herein described violations of California law, Defendants
14 unlawfully gained an unfair advantage over other businesses.

15 107. Plaintiff, the Class, and the Aggrieved Employees have been personally injured by
16 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
17 limited to the loss of money and/or property.

18 108. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
19 Plaintiff, the Class, and the Aggrieved Employees are entitled to restitution of the wages withheld
20 and retained by Defendants during a period that commences four years prior to the filing of this
21 Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5 and other applicable laws; and an award of costs.

23 **TENTH CAUSE OF ACTION**

24 (Violation of California Labor Code § 2699, Et Seq.)

25 (Against All Defendants)

26 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.
28

1 110. Plaintiff brings her Tenth cause of action solely as a representative action pursuant
2 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
3 (“PAGA”), on behalf of the State of California for all aggrieved employees, including herself and
4 other aggrieved employees of Defendants against whom the alleged violations were committed.

5 111. PAGA specifically provides for a private right of action to recover civil penalties
6 for violations of the Labor Code as follows: “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
8 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
9 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
10 a civil action brought by an aggrieved employee on behalf of the employee and other current or
11 former employees against whom a violation of the same provision was committed pursuant to the
12 procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

13 112. Plaintiff was employed by Defendants and the Labor Code violations alleged
14 above were committed against her during her time of employment. Plaintiff is therefore, an
15 “aggrieved employee” under PAGA.

16 113. As set forth in detail above, during all times relevant to this Action, Defendants
17 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
18 Codes by:

- 19 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
20 compensation in violation of Labor Code §§ 1194 and 1198 et seq.
- 21 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
22 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 et seq.
- 23 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
24 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
25 hour of premium pay for meal period violations in violation of Labor Code §§
26 226.7 and 512.
- 27 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
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1 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
2 Employees an additional hour of premium pay for rest period violations in
3 violation of Labor Code §§ 226.7 and 512.

4 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
5 of their employment in violation of Labor Code § 203.

6 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
7 during employment in violation of Labor Code § 204.

8 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
9 itemized wage statements in violation of Labor Code § 226.

10 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
11 Employees' work periods, meal periods, total daily hours, hours per pay period,
12 total wages and compensation, and applicable pay rates in violation of Labor Code
13 § 1174(d) and the applicable IWC Wage Order.

14 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
15 business-related expenses in violation of Labor Code §§ 2800 and 2802.

16 j. Unlawful deduction of wages owed to Plaintiff and the Aggrieved Employees in
17 violation of Labor Code §§ 221 and 225.5.

18 k. Failing to pay accrued sick pay at Plaintiff and the Aggrieved Employees' regular
19 rate of pay and refusing to honor their request to use sick time in violation of Labor
20 Code §§ 246 *et seq.*

21 114. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
22 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
23 recover penalties against Defendants for the Labor Code violations described above, including but
24 not limited to penalties under California Code of Regulations Title 8 section 11150, penalties under
25 California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all
26 additional penalties and sums as provided by the California Labor Code and/or other statutes. The
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1 exact amount of the applicable penalties, in all, is an amount to be shown according to proof at
2 trial.

3 115. Plaintiff has exhausted her administrative remedies pursuant to Labor Code §
4 2699.3. On January 21, 2026, Plaintiff, through her counsel of record, by online filing with the
5 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants,
6 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
7 Orders that Defendants have violated, including the facts and theories to support the violations,
8 and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
9 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
10 five (65) days have elapsed since the mailing of Plaintiff’s January 21, 2026 notice, and the LWDA
11 has not indicated that it intends to investigate the violations discussed in the notice. Accordingly,
12 Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved
13 Employees pursuant to Labor Code § 2699.3.

14 116. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties
16 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
17 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

18 117. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
19 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in
20 Labor Code § 2699.3.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
23 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
24 as follows:

25 **Class Certification**

- 26 1. That this action be certified as a class action;
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1 14. For pre-judgment interest on any unpaid wages from the date such amounts were
2 due;

3 15. For reasonable attorneys' fees and costs of suit incurred herein; and

4 16. For such other and further relief as the Court may deem just and proper.

5 **As to the Third Cause of Action**

6 17. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
8 periods to Plaintiff, the Class, and the Aggrieved Employees;

9 18. That the Court make an award to Plaintiff, the Class, and the Aggrieved Employees
10 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a
11 rest period was not provided;

12 19. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 20. For premium wages pursuant to California Labor Code section 226.7;

15 21. For pre-judgment interest on any unpaid wages from the date such amounts were
16 due; and

17 22. For such other and further relief as the Court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 23. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
21 Plaintiff, the Class, and the Aggrieved Employees;

22 24. For general unpaid wages and such general and special damages as may be
23 appropriate;

24 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
25 Plaintiff, the Class, and the Aggrieved Employees in the amount as may be established according
26 to proof at trial;

27 26. For pre-judgment interest on any unpaid compensation from the date such amounts
28

1 were due;

2 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiff and other Class Members no longer employed
10 by Defendants;

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiff and other Class Members who have left Defendants' employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such amounts
16 were due; and

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
21 California Labor Code section 204 to Plaintiff, the Class, and the Aggrieved Employees;

22 36. For statutory penalties pursuant to California Labor Code section 210;

23 37. For such other and further relief as the Court deems just and proper.

24 **As to the Seventh Cause of Action**

25 38. That the Court declare, adjudge and decree that Defendants violated the record
26 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
27 to Plaintiff, the Class, and the Aggrieved Employees, and willfully failed to provide accurate
28

1 itemized wage statements thereto;

2 39. For actual, consequential and incidental losses and damages, according to proof;

3 40. For statutory penalties pursuant to California Labor Code section 226(e); and

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

5 **As to the Eighth Cause of Action**

6 42. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff, the Class, and the
8 Aggrieved Employees for all necessary business-related expenses as required by California Labor
9 Code sections 2800 and 2802;

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

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

12 45. For reasonable attorneys' fees and costs of suit incurred herein; and

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

14 **As to the Ninth Cause of Action**

15 47. That the Court declare, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff, the Class,
17 and the Aggrieved Employees all overtime compensation due to them, failing to provide all meal
18 and rest periods to Plaintiff, the Class, and the Aggrieved Employees, failing to pay at least
19 minimum wages to Plaintiff, the Class, and the Aggrieved Employees, failing to pay Plaintiff's
20 and other Class Members' wages timely as required by California Labor Code section 201, 202
21 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

22 48. For restitution of unpaid wages to Plaintiff, the Class, and the Aggrieved
23 Employees and all pre-judgment interest from the day such amounts were due and payable;

24 49. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections 17200,
27 *et seq.*;

1 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

3 51. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business and Professions Code sections 17200, *et seq.*; and

5 52. For such other and further relief as the Court may deem just and proper.

6 **As to the Tenth Cause of Action**

7 53. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the
8 California Labor Code;

9 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
10 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
11 Code and/or other applicable statutes; and

12 55. For such other relief as the Court deems just and proper.

13
14 Dated: April 10, 2026

PROTECTION LAW GROUP, LLP

15
16 By:



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Elizabeth Robles
Jason Chen
Attorneys for Plaintiff
CINDY LEE