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MELINA CASTRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MELINA CASTRO, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

DCH ROASTERS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CVRI2600541

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

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
 - (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 1182.12, 1194,
1194.2, 1197, 1198);**
 - (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
 - (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
 - (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
 - (6) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
 - (7) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
 - (8) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*) ; and**
 - (9) PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**
- DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Melina Castro (“Plaintiff”), on behalf of herself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other Aggrieved
3 Employees, brings this Class and Representative Action Complaint against DCH Roasters, Inc.
4 and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other Aggrieved Employees, hereby
9 brings this class and representative action for recovery of unpaid wages and penalties under
10 California Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204,
11 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804; 2698, *et seq.*;
12 and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in addition to seeking
13 declaratory relief and restitution. This class action is brought pursuant to California Code of
14 Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of the
15 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
16 minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in Riverside County. Defendants own, maintain offices, transact business, have an
21 agent or agents within Riverside County, and/or otherwise are found within Riverside County,
22 and Defendants are within the jurisdiction of this Court for purposes of service of process.

23 **PARTIES**

24 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was, and currently is, a California citizen and resident. During the four years
26 immediately preceding the filing of this action and within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
28 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices

1 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
2 by California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
3 1194.2, 1197, 1198, 2802, 2804, 2698, *et seq.*; Business & Professions Code § 17200, *et seq.*
4 (Unfair Competition), and Wage Order 5, which sets employment standards for employees in
5 the public housekeeping industry, including cafes.

6 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
7 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
8 business as an operator of coffee shops, and that they employed Plaintiff and other similarly
9 situated non-exempt employees within Riverside County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
14 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged
16 herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 25) to be
17 subject to the unlawful employment practices, wrongs, injuries, and damages complained of
18 herein.

19 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

21 7. At all times herein mentioned, each of said Defendants participated in the acts
22 herein alleged to have been done by the named Defendants; and furthermore, the Defendants,
23 and each of them, were the agents, servants, and employees of each of the other Defendants, as
24 well as the agents of all Defendants, and at all times herein mentioned were acting within the
25 course and scope of said agency and employment. Defendants, and each of them, approved of,
26 condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 Class Members (as defined in Paragraph 25).

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate coffee shops located in Kaiser hospitals in California.
6 Plaintiff worked for Defendants as a non-exempt barista and cashier at Defendants' locations in
7 Murrieta and Wildomar. Plaintiff worked for Defendants from approximately September 2024
8 until approximately September 2025.

9 10. Throughout her employment, Defendants frequently failed to provide 30-minute
10 meal periods to Plaintiff and other non-exempt employees. Defendants made it clear to Plaintiff
11 that signing a meal period "waiver" for shifts of 6 hours or less was mandatory in order to work
12 for Defendants. Defendants told Plaintiff that "we are only looking for folks who will work
13 through the shift without a break," or words to that effect. Thus, although a "Meal Period Waiver
14 Form" appears in Plaintiff's personnel file, this waiver was not voluntary and therefore invalid.
15 Plaintiff frequently worked shifts of 5.01-6.0 hours, but because of the invalid "waiver" that she
16 was forced to sign, Plaintiff was not provided a meal period on such shifts.

17 11. Even on occasions when Plaintiff worked over 6 hours, she often was not
18 provided with a meal period. Plaintiff's time records contain many instances of her working over
19 6 hours in a workday but not being provided with a meal period. For example, on April 2, 2025;
20 May 7, 2025; May 20, 2025; May 29, 2025; and August 6, 2025, Plaintiff's time records reflect
21 that she worked over well 6 hours but did not receive a meal period. And Plaintiff's payroll
22 records reflect that she was not paid a meal period premium for those missed meal periods, either.

23 12. In addition, Plaintiff was sometimes not provided a meal period until after 5 hours
24 of work and was not paid a meal period premium. For example, on May 15, 2025, Plaintiff's
25 time records reflect that she was not provided a meal period until 5 hours and 15 minutes after
26 she began working. However, she was not paid a meal period premium. On July 29, 2025,
27 Plaintiff's time records reflect that she was not provided a meal period until 5 hours and 24
28 minutes after she began working. She was not paid a meal period premium for this violation,

1 either.

2 13. The above are just some examples of meal period violations reflected in
3 Plaintiff's records. On information and belief, Defendants' other non-exempt employees were
4 similarly not provided legally compliant meal periods throughout the relevant time period.

5 14. Moreover, even on those occasions when Plaintiff and other non-exempt
6 employees were afforded 30-minute meal periods, the meal periods were required to be taken on
7 premises. This requirement was communicated to Plaintiff during orientation and was reinforced
8 throughout her employment by management, who would sometimes even visit the coffee shop
9 to ensure that she and/or other employees remained on premises throughout their entire shifts,
10 including during "meal periods." This on-premises requirement violates California law, which
11 requires employers to allow employees to leave the premises during meal periods. *See, e.g.,*
12 *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036 (2012) (agreeing with DLSE
13 interpretation of wage order requiring employers to allow employees to leave premises for meal
14 periods).

15 15. Despite failing to provide Plaintiff and other non-exempt employees with legally
16 compliant meal periods, Defendants have failed to pay the meal period premiums required by
17 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
18 period, Defendants have maintained no payroll code or other mechanism for paying meal period
19 premiums when Defendants failed to provide a legally compliant meal period.

20 16. Defendants have also failed to authorize and permit off-duty 10-minute rest
21 periods to Plaintiff and other non-exempt employees. As with meal periods, Defendants
22 chronically under-staffed their coffee shops, Defendants did not schedule rest periods, and
23 Defendants did not do anything else to ensure that Plaintiff and other non-exempt employees
24 were afforded the ability to take 10-minute rest periods.

25 17. Moreover, Defendants' rest period policy states that employees are only afforded
26 a second rest period on shifts of "more than 7.5 hours," rather than on shifts of more than 6 hours
27 which is the requirement under California law. Thus, for shifts of 6.01-7.5 hours, Defendants'
28 rest period policy expressly failed to authorize and permit a second rest period. Plaintiff worked

1 many such shifts over the course of her employment with Defendants.

2 18. Despite failing to authorize and permit legally compliant rest periods to Plaintiff
3 and other non-exempt employees, Defendants have failed to pay the rest period premiums
4 required by Labor Code § 226.7. Upon information or belief, during at least a portion of the
5 putative class period, Defendants have maintained no payroll code or other mechanism for
6 paying rest period premiums when Defendants failed to authorize and permit a legally compliant
7 rest period.

8 19. Defendants also have failed to reimburse Plaintiff and other employees for all
9 work-related expenses incurred in the course of their employment. Specifically, Plaintiff and
10 other employees were required to clock in and clock out using the “Sling” application on their
11 personal cell phones, as well as to participate in group chats and otherwise communicate with
12 management, and to otherwise use their personal cell phones for other work-related purposes.
13 Despite requiring Plaintiff and other employees to use their personal cell phones for work,
14 Defendants have failed to reimburse them for any portion of their personal cell phone bill, as
15 required under California law, including but not limited to Labor Code § 2802 and *Cochran v.*
16 *Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

17 20. In addition, Defendants required Plaintiff to travel in her personal vehicle for
18 work purposes. Specifically, if Plaintiff’s coffee shop was out of milk (or some other item),
19 Plaintiff would need to drive to a grocery store, or to another one of Defendants’ coffee shops,
20 to pick up the milk or other ingredient. Despite requiring Plaintiff to use her personal vehicle for
21 work-related travel, Defendants failed to reimburse Plaintiff for the use of her personal vehicle
22 for work purposes, in violation of Labor Code § 2802. On information and belief, other
23 employees likewise have been required to drive their personal vehicles for work purposes
24 without reimbursement.

25 21. On those occasions when Plaintiff was required to use her personal vehicle to
26 drive to a store or to another coffee shop to obtain milk (or other ingredients), Plaintiff would
27 not be paid for this time. This is because Plaintiff would need to obtain the milk prior to arriving
28 at her coffee shop at the start of her shift. Additionally, the Sling app would not allow Plaintiff

1 to clock in until before arriving at her assigned coffee shop, nor would it allow her to clock in
2 more than a certain number of minutes before the scheduled start of her shift. Thus, Plaintiff
3 would need to drive to the store or the other coffee shop, obtain the milk, and then drive to her
4 assigned coffee shop, before she could clock in, and therefore that time was unpaid. This practice
5 resulted in additional unpaid wages, including unpaid minimum wages and overtime wages.

6 22. In addition, Defendants' requirement that employees remain on premises during
7 meal periods (discussed above) rendered those meal periods on-duty, and thus, those meal
8 periods should have been paid as time worked. However, Defendants deducted time from
9 employees' time records for the time they were clocked out for on-premises meal periods. This
10 practice has resulted in further unpaid wages, including unpaid minimum wages and overtime
11 wages.

12 23. Defendants' failure to pay all owed minimum wages, failure to pay overtime
13 wages, and failure to pay meal period and rest period premium wages have resulted in
14 Defendants' maintaining inaccurate payroll records and issuing inaccurate wage statements to
15 Plaintiff and other non-exempt employees.

16 24. As a further result of Defendants' failure to pay all minimum wages and overtime
17 wages, as well as Defendants' failure to pay meal period and rest period premium wages,
18 Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt
19 employees at the separation of their employment. In addition, Plaintiff was not paid her final
20 wages timely, as Defendants failed to pay Plaintiff her final wages on her date of termination.

21 **CLASS ACTION ALLEGATIONS**

22 25. Class Definitions: Plaintiff brings this action on behalf of herself and the
23 following Classes pursuant to Section 382 of the Code of Civil Procedure:

24 a. The Overtime Class consists of all of Defendants' current and former non-exempt
25 employees who worked for Defendants in California, who worked more than 8.0 hours in
26 a workday and/or over 40.0 hours in a workweek and were subject to Defendants'
27 timekeeping and payroll practices, at any time from four years immediately preceding the
28 filing of this action through the present.

1 b. The Minimum Wage Class consists of all of Defendants' current and former non-
2 exempt employees who worked for Defendants in California, and who were subject to
3 Defendants' timekeeping and payroll practices, at any time from four years prior to the
4 filing of this action to the present.

5 c. The Rest Period Class consists of all of Defendants' current and former non-
6 exempt employees who worked for Defendants in California and who worked at least one
7 shift of 3.5 hours or more, at any time from four years immediately preceding the filing
8 of this action through the present.

9 d. The Meal Period Class consists of all of Defendants' current and former non-
10 exempt employees who worked for Defendants in California, who worked at least one
11 shift in excess of 5.0 hours, at any time from four years immediately preceding the filing
12 of this action through the present.

13 e. The Wage Statement Class consists of all members of the Overtime Class,
14 Minimum Wage Class, Rest Period Class, and/or Meal Period Class, who received a wage
15 statement at any time from one year immediately prior to the filing of this action through
16 the present.

17 f. The Waiting Time Class consists of (i) all members of the Overtime Class,
18 Minimum Wage Class, Rest Period Class, and/or Meal Period Class, whose employment
19 with Defendants ended at any time from three years prior to the filing of this action to the
20 present; and/or (ii) all of Defendants' former California employees who were not paid
21 their final wages on the date of termination, or within 72 hours of quitting if they quit
22 without providing notice.

23 g. The Expense Reimbursement Class consists of all of Defendants' employees who
24 worked for Defendants in California, who were required to use their personal property,
25 including but not limited to personal cellular phones and/or personal vehicles, for work-
26 related purposes, at any time from four years prior to the filing of this action through the
27 present.

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1 26. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all
2 members would be impracticable. The membership of the Classes is unknown to Plaintiff at this
3 time; however, it is estimated that the Classes number greater than fifty (50) individuals each.
4 The identity of such membership is readily ascertainable via Defendants' employment records.

5 27. **Common Questions of Law and Fact Predominate/Well Defined Community**
6 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
7 situated employees, which predominate over questions affecting only individual members
8 including, without limitation:

- 9 i. Whether Defendants' timekeeping and payroll practices violate the
10 applicable Labor Code provisions including, but not limited to, Sections
11 510 and 1194 by requiring overtime work and not paying the Overtime
12 Class for said work according to California's overtime laws;
- 13 ii. Whether Defendants paid at least the legal minimum wage for all hours
14 worked by the members of the Minimum Wage Class;
- 15 iii. Whether Defendants authorized and permitted legally compliant rest
16 periods to members of the Rest Period Class;
- 17 iv. Whether Defendants provided legally compliant meal periods to members
18 of the Meal Period Class;
- 19 v. Whether Defendants furnished legally compliant wage statements to
20 members of the Wage Statement Class pursuant to Labor Code § 226;
- 21 vi. Whether Defendants paid all wages due to members of the Waiting Time
22 Class at the time of separation of employment; and
- 23 vii. Whether Defendants properly reimbursed expenses incurred by members
24 of the Expense Reimbursement Class.

25 28. **Predominance of Common Questions:** Common questions predominate over
26 questions that affect only individual Class members. The common questions of law set forth
27 above are numerous and substantial and stem from Defendants' policies and/or practices
28 applicable to each Class member, such as Defendants' wage payment, wage statement, rest

1 period, meal period, and expense reimbursement policies/practices. Thus, common questions
2 predominate over individual questions concerning each Class member.

3 29. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the
5 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
6 alleged herein, Plaintiff, like the members of the Classes, was deprived of earned minimum
7 wages and overtime wages, was subject to Defendants' rest period policies/practices and meal
8 period policies/practices, was furnished with inaccurate wage statements, was not paid all earned
9 wages at termination, and was not reimbursed for all expenses she incurred in carrying out her
10 job duties for Defendants.

11 30. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
12 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
13 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members
14 of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
15 actions in state and federal courts in the past and are committed to vigorously prosecuting this
16 action on behalf of the members of the Classes.

17 31. **Superiority:** The California Labor Code is broadly remedial in nature and serves
18 an important public interest in establishing minimum working conditions and standards in
19 California. These laws and labor standards protect the average working employee from
20 exploitation by employers who have the responsibility to follow the laws and who may seek to
21 take advantage of superior economic and bargaining power in setting onerous terms and
22 conditions of employment. The nature of this action and the format of laws available to Plaintiff
23 and members of the Classes make the class action format a particularly efficient and appropriate
24 procedure to redress the violations alleged herein. If each employee were required to file an
25 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be
26 able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
27 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
28 an individual remedy would discourage the assertion of lawful claims by employees who would

1 be disinclined to file an action against their former and/or current employer for real and
2 justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
3 Further, the prosecution of separate actions by individual class members would create a
4 substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual
5 class members against Defendants herein; and which would establish potentially incompatible
6 standards of conduct for Defendants. Further, the claims of individual Class members are not
7 large enough to warrant individual prosecution considering all of the concomitant costs and
8 expenses attending thereto. Thus, the Classes are maintainable under Section 382 of the
9 California Code of Civil Procedure.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

14 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
16 overtime hours worked, and which provide a private right of action for the failure to pay all
17 overtime compensation for overtime work performed.

18 34. At all times relevant herein, Defendants were required to properly compensate
19 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
20 Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an
21 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
22 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
23 on the seventh consecutive workday in a workweek. Wage Order 5, § 3 also requires an employer
24 to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in
25 a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

26 35. As alleged herein, Defendants caused Plaintiff and Overtime Class members to
27 work overtime and double-time hours but did not compensate them at one and one-half times (or
28 two times) their regular rate of pay for such hours.

1 36. The foregoing policies and practices are unlawful and create entitlement to
2 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid overtime wages,
3 interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California
4 Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

5 **SECOND CAUSE OF ACTION**

6 **MINIMUM WAGE VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 38. Wage Order 5, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
10 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code
11 §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
12 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys'
13 fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

14 39. At all relevant times, Defendants failed to conform their pay practices to the
15 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
16 actually worked including, but not limited to, all hours they were subject to Defendants' control
17 and/or suffered or permitted to work under the Labor Code and Wage Order 5.

18 40. California Labor Code § 1198 makes unlawful the employment of an employee
19 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a)
20 provide that an employer who has failed to pay its employees the legal minimum wage is liable
21 to pay those employees the balance of the unpaid wages as well as liquidated damages in an
22 amount equal to the wages due and interest thereon.

23 41. As a direct and proximate result of Defendants' unlawful conduct as alleged
24 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including
25 but not limited to, unpaid wages and lost interest in an amount to be established at trial, and
26 they are entitled to recover economic and statutory damages and penalties and other
27 appropriate relief as a result of Defendants' violations of the California Labor Code and Wage
28 Order 5.

42. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

44. As alleged herein, Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, and have failed to pay meal period premiums at Plaintiff's and Meal Period Class members' regular rate of compensation as required under Labor Code § 226.7.

45. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 5, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. Labor Code §§ 226.7 and 516, and Wage Order 5, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof, and that the authorized rest time shall count as hours worked for which there shall be no deduction from wages.

48. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and members of the Rest Period Class with a rest period premium

1 payment for each workday they were not authorized and permitted all required rest periods.

2 49. These violations create an entitlement to recovery by Plaintiff and the Rest Period
3 Class in a civil action for the unpaid amount of rest period premiums, interest thereon, statutory
4 penalties, civil penalties, and costs of suit under Labor Code §§ 226.7, 516, 558; Code of Civil
5 Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

6 **FIFTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and the Wage Statement Class with accurate and complete itemized wage statements that
13 included, among other requirements, all hours worked, all hours worked at each rate of pay, the
14 address of Defendants, and all wages earned, in violation of Labor Code § 226.

15 52. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
16 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
17 among other things, the non-payment of all their minimum wages, overtime wages, and meal
18 and rest period premium wages, and deprived Wage Statement Class members of the information
19 necessary to identify and reconcile the discrepancies in Defendants' reported data.

20 53. Defendants' failures create an entitlement to recovery by Plaintiff and members
21 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
22 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
23 of suit, pursuant to Labor Code §§ 226 and 226.3.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid minimum wages, overtime wages, and unpaid meal and rest period premium wages.

57. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner.

58. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(AGAINST ALL DEFENDANTS)

59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

60. At all relevant times, Defendants were subject to Labor Code § 2802, which states

1 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
2 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
3 her obedience to the directions of the employer.”

4 61. At all relevant times, Defendants were subject to Labor Code § 2804, which
5 states, “any contract or agreement, express or implied, made by any employee to waive the
6 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
7 employee or his personal representative of any right or remedy to which he is entitled under the
8 laws of this State.”

9 62. Due to Defendants’ unlawful policy and practice of requiring employees to use
10 their personal property, including but not limited to personal cell phones and personal vehicles,
11 for work purposes, and their failure to reimburse Plaintiff and members of the Expense
12 Reimbursement Class, Defendants have violated Labor Code § 2802.

13 63. As a proximate result of Defendants’ policies and/or practices in violation of
14 Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
15 suffered damages in sums that will be shown according to proof.

16 64. Plaintiff and members of the Expense Reimbursement Class are entitled to
17 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

18 65. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
19 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
20 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
21 accrue from the date on which they incurred the initial necessary expenditure.

22 **EIGHTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(AGAINST ALL DEFENDANTS)**

25 66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 67. Defendants have engaged, and continue to engage, in unfair and/or unlawful
27 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
28 Plaintiff and the Classes all wages due, failing to provide compliant meal periods, failing to

1 authorize and permit compliant rest periods, failing to reimburse business expenses, failing to
2 furnish accurate itemized wage statements, and failing to pay all wages due at termination.

3 68. Defendants' utilization of these unfair and/or unlawful business practices has
4 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
5 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
6 Defendants' competitors who have been and/or are currently employing workers and attempting
7 to do so in honest compliance with applicable wage and hour laws.

8 69. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct
9 alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full
10 restitution of monies as necessary and according to proof, to restore all monies withheld,
11 acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203
12 and 17208.

13 70. Plaintiff was compelled to retain the services of counsel to file this court action
14 to protect her interests and those of the Classes, to obtain restitution and injunctive relief on
15 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
16 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
17 which she is entitled to recover under Code of Civil Procedure § 1021.5.

18 71. The acts complained of herein occurred within the four years immediately
19 preceding the filing of this action.

20 **NINTH CAUSE OF ACTION**
21 **PRIVATE ATTORNEYS GENERAL ACT**
22 **(AGAINST ALL DEFENDANTS)**

23 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 73. Defendants have committed several Labor Code violations against Plaintiff and
25 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
26 Code § 2698 et seq. Plaintiff, acting on behalf of herself, the State of California, and other
27 aggrieved employees, brings this representative action against Defendants to recover the civil
28 penalties due to Plaintiff, other aggrieved employees, and the State of California according to

1 proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based
2 on the following violations:

- 3 a. Failing to pay Plaintiff and other aggrieved employees at least the applicable
4 minimum wage for all hours worked, in violation of Labor Code §§ 204, 558,
5 1182.12, 1194, 1194.2, 1197, and 1198;
- 6 b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or
7 double-time compensation earned, in violation of Labor Code §§ 204, 510,
8 558, 1194, and 1198;
- 9 c. Failing to provide all legally required meal periods and failing to pay meal
10 period premiums to Plaintiff and other aggrieved employees, in violation of
11 Labor Code §§ 226.7, 512, 558, and 1198;
- 12 d. Failing to authorize and permit all legally required rest periods and failing to
13 pay rest period premiums to Plaintiff and other aggrieved employees, in
14 violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 15 e. Failing to reimburse Plaintiff and other aggrieved employees for all work-
16 related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- 17 f. Failing to furnish Plaintiff and other aggrieved employees with accurate and
18 complete itemized wage statements, in violation Labor Code §§ 226 and
19 1198;
- 20 g. Failing to timely pay all final wages to Plaintiff and other aggrieved
21 employees, in violation of Labor Code §§ 201-203;
- 22 h. Failing to maintain accurate records of, *inter alia*, all hours worked meal
23 periods taken by Plaintiff and other aggrieved employees, in violation of
24 Labor Code §§ 1174, 1198, and 1199.

25 74. On or about January 21, 2026, Plaintiff mailed a PAGA notice letter to Defendant
26 DCH Roasters, Inc. via certified mail, and to the California Labor and Workforce Development
27 Agency (“LWDA”) via its website, which described Defendants’ violations of the California
28 Labor Code and indicated Plaintiff’s intent to bring a claim under California Labor Code § 2698

et seq. with respect to the violations of the California Labor Code identified in paragraph 73 (a)-(h) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

75. As noted in her PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent are all of Defendants' current and former employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA cause of action or any alternative date agreed upon by the parties and/or approved by the Court. For the "direct" wage statement claim (i.e., that wage statements have been facially deficient), the "direct" Labor Code §§ 201-202 claim (i.e., that final wages were paid after the time frames required by those statutes), and the expense reimbursement claim described herein, "aggrieved employees" includes both exempt and non-exempt employees. For all other claims described herein, "aggrieved employees" includes only non-exempt employees.

76. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and 1198;

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1 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
3 1197, and 1198;

4 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

6 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226, *et seq.*;

10 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code §§ 201-203;

12 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

14 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts
16 or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

17 12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff,
18 the State of California, and other aggrieved employees under the Private Attorneys General Act,
19 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
20 engaging in the allegedly unlawful conduct alleged herein;

21 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
22 Cal. Labor Code §§ 218.6, 1194(a), 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
23 California Constitution;

24 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
25 226(e), 1194 *et seq.*, 2802(c), and Code of Civil Procedure § 1021.5, and all other relevant
26 statutes; and

27 15. For such other and further relief the Court may deem just and proper.

28 ///

1 Date: March 31, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

2
3 By: Neil Larsen
4 Neil M. Larsen
Attorneys for Plaintiff

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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

8
9 Dated: March 31, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

10
11 By: Neil Larsen
12 Neil M. Larsen
Attorneys for Plaintiff