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

Case No. 26CV003558

MEGHAN PEREZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

UNIVERSITY OF BEER LLC, a limited
liability company; UOB of California LLC,
a limited liability company; UOB of EAST
SACRAMENTO LLC, a limited liability
company; NATTHANIN
YUNGVANITSAIT, an individual; and
DOES 1 through 20, inclusive,

Defendants.

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Disability Discrimination;**
- 2. Failure to Engage in the Interactive Process Cal. Gov't Code § 12940(n)**
- 3. Failure to Provide Reasonable Accommodation (Cal. Gov't Code § 12940(m));**
- 4. Failure to Take All Reasonable Steps to Prevent Discrimination (Cal. Gov't Code § 12940(k));**
- 5. Constructive Discharge in Violation of Public Policy;**
- 6. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197);**
- 7. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194);**
- 8. Tip Pool Conversion (Cal. Lab. Code § 351);**
- 9. Failure to Provide Meal Breaks (Cal. Lab. Code §§ 226.7, 512);**
- 10. Failure to Provide Rest Breaks (Cal. Lab. Code § 226.7);**
- 11. Failure to Provide Accurate Wage Statements (Cal. Lab. Code 226(a));**

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- 12. Failure to Timely Pay Final Wages (Cal. Lab. Code §§ 201, 202, 203);
 - 13. Failure to Provide Personnel Records (Cal. Lab. Code § 1198.5)
 - 14. Failure to Provide Payroll Records Upon Request (Cal. Lab. Code § 226); and
 - 15. Violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*)
 - 16. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

10 Plaintiff MEGHAN PEREZ (“Plaintiff”) on behalf of herself and all other aggrieved
11 employees, hereby files this First Amended Complaint against Defendants UNIVERSITY OF
12 BEER LLC, a limited liability company, UOB OF CALIFORNIA LLC, a limited liability
13 company, UOB OF EAST SACRAMENTO LLC, a limited liability company (collectively,
14 “University of Beer”), NATTHANIN YUNGVANITSAIT (“Yungvanitsait”), and DOES 1
15 through 20, inclusive, (collectively with University of Beer and Yungvanitsait, “Defendants”).
16 Plaintiff alleges the following:

17 **THE PARTIES, JURISDICTION, AND VENUE**

18 1. Plaintiff is an individual over the age of eighteen (18) and is now, and at all relevant
19 times mentioned in this Complaint, a resident of the State of California.

20 2. At all relevant times, Plaintiff was employed by University of Beer as server/bartender
21 and performed work for them in Sacramento County, California.

22 3. Plaintiff is informed and believes, and thereon alleges, that, at all relevant times,
23 Defendant University of Beer LLC is a limited liability company with its principal place of business
24 in Yolo County, California, and is engaged in business of operating a restaurant and bar.

25 4. Plaintiff is informed and believes, and thereon alleges, that, at all relevant times,
26 Defendant UOB of California LLC is a limited liability company with its principal place of business
27 in Yolo County, California, and is engaged in business of operating a restaurant and bar.

28 5. Plaintiff is informed and believes, and thereon alleges, that, at all relevant times,

1 Defendant UoB of East Sacramento, LLC is a limited liability company with its principal place of
2 business in Sacramento, California, and is engaged in business of operating a restaurant and bar.

3 6. Plaintiff is informed and believes, and thereon alleges, that Defendant Natthanin
4 Yungvanitsait is an individual over the age of eighteen and is a resident of the State of California.
5 Plaintiff is further informed and believes, and thereon alleges that, at all relevant times, Defendant
6 Natthanin Yungvanitsait is and was an owner, manager, officer, and/or managing agent of University
7 of Beer and can be found personally liable for wage and hour violations pursuant to California Labor
8 Code section 558.1.

9 7. At all relevant times, University of Beer was an “employer” of Plaintiff within the
10 meaning of all applicable state laws and statutes.

11 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
12 defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
13 joint venturer of the remaining defendants and was acting within the course and scope of that
14 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the defendants
15 herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining
16 defendants. The true names and capacities of the defendants named herein Does 1 through 20,
17 inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
18 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
19 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
20 through 20, inclusive, when they have been determined.

21 9. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
22 violations of California Government Code section 12940, California Labor Code sections 201, 202,
23 203, 226, 226.7, 510, 512, 1197, and 1198.5, and California Business and Professions Code section
24 17200 *et seq.* The amount in controversy exceeds the jurisdictional minimum of this court.

25 10. Venue is proper pursuant to California Code of Civil Procedure section 395(a) in that
26 some of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

27 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

28 11. Plaintiff has filed a complaint of discrimination and retaliation with the State of

1 California Civil Rights Department against Defendants within the applicable statutory period and
2 received a Notice of Right to Sue on February 11, 2026.

3 12. This action is brought less than one year following Plaintiff's receipt of said letter.

4 13. On January 14, 2026, Plaintiff filed her California Labor Code section 2699.3 Private
5 Attorney General Act ("PAGA") notice with the California Labor & Workforce Development Agency
6 ("LWDA"). The LWDA did not respond to Plaintiff's PAGA notice within 65 days, thus Plaintiff has
7 fully exhausted her administrative remedies.

8 **FACTUAL ALLEGATIONS**

9 14. Plaintiff was employed by University of Beer at their location in Sacramento,
10 California as a server and bartender from approximately February 2025 until October 27, 2025.

11 15. At all relevant times, Plaintiff and other aggrieved employees worked for University
12 of Beer as non-exempt, hourly employees in California (collectively, "other aggrieved employees").

13 16. Plaintiff routinely worked five to six days per week, typically thirty to forty hours per
14 week, and frequently worked in excess of eight (8) hours per day and/or forty (40) hours per week.
15 Defendants failed to compensate Plaintiff and other aggrieved employees for all hours worked,
16 including overtime.

17 17. University of Beer regularly required Plaintiff and other aggrieved employees to
18 perform work before clocking in and after clocking out — including, without limitation,
19 opening/closing duties, side-work, drink preparation, and other floor and closing tasks — for which
20 they were not paid. On at least three occasions during the employment period, Plaintiff's supervisor
21 adjusted Plaintiff's recorded hours downward so that overtime would not be paid.

22 18. University of Beer required Plaintiff and other aggrieved employees to remain on the
23 premises during meal periods and regularly called Plaintiff and other aggrieved employees back to
24 work before the end of their thirty-minute meal periods. When Plaintiff was directed by her
25 supervisor to return to work before the end of her thirty-minute meal period, she was not permitted
26 to clock back in by her supervisor who thereafter altered time records to reflect a full thirty-minute
27 meal period was taken, resulting in uncompensated off-the-clock work. On occasions when Plaintiff
28 was afforded the opportunity to take 30-minute meal period, approximately half of those meal

1 periods were interrupted by management. On at least four occasions when Plaintiff worked more
2 than 10 hours in a single day, Plaintiff was not afforded the opportunity to take a second thirty-
3 minute meal period. Plaintiff and other aggrieved employees never received premium payments for
4 their missed or non-compliant meal periods.

5 19. University of Beer also failed to provide rest periods to Plaintiff and other aggrieved
6 employees for every four hours of work or major fraction thereof. University of Beer's management
7 was aware that this was occurring and did not ensure rest periods were provided to Plaintiff and
8 other aggrieved employees in compliance with California law. Plaintiff and other aggrieved
9 employees never received premium payments for their missed rest periods.

10 20. University of Beer also maintained unlawful and non-transparent tip distribution
11 practices. Plaintiff is informed and believes and, thereon alleges, that management participated in the
12 tip pool and the amounts distributed to Plaintiff and other aggrieved employees bore little
13 relationship to the actual tips earned.

14 21. Over the course of her employment, University of Beer failed to provide Plaintiff and
15 other aggrieved employees with any legally compliant wage statements. University of Beer only
16 provided Plaintiff with approximately three to four "wage statements," which were only brief
17 handwritten or typed statements that did not reflect, among other things, the total hours worked,
18 gross wages earned, tips paid, deductions, and the amount of meal and rest premium pay owed.

19 22. In or about June 2025, Plaintiff informed University of Beer that she suffers from
20 atrial fibrillation, a serious medical condition requiring daily, time-sensitive medication to reduce the
21 risk of arrhythmia, stroke, and other serious medical complications. Plaintiff advised University of
22 Beer that she would occasionally need to step away briefly during shifts to take her medication.
23 University of Beer initially represented that they would accommodate this need. Despite that
24 assurance, University of Beer's supervisors thereafter repeatedly refused to permit Plaintiff to step
25 away to take her medication. For example, in early October 2025, during a busy Packers game shift,
26 Plaintiff requested to step away briefly to take her medication but her supervisor, On Yang, yelled at
27 Plaintiff for making the request and told her she could not leave because customers needed water. As
28 a result, Plaintiff was unable to take her medication that day.

23. By mid-October, the combination of University of Beer's refusal to accommodate Plaintiff by allowing her to take necessary medication, underpayment of wages, unlawful tip practices, denial of meal and rest breaks, and other ongoing violations of the Labor Code left Plaintiff with no reasonable alternative other than to resign.

24. On or about October 27, 2025, Plaintiff picked up her final paycheck. The paycheck did not include all wages due, including, without limitation, all break premiums owed. Defendants likewise failed to timely pay Plaintiff and other aggrieved employees all final wages due within seventy-two (72) hours of their separation from employment.

25. On October 28, 2025, Plaintiff, through her counsel, submitted a written request for her personnel and payroll records pursuant to California Labor Code sections 226 and 1198.5. University of Beer failed to provide the requested records within the statutory timeframe.

FIRST CAUSE OF ACTION

Disability Discrimination

Cal. Gov't Code § 12940(a)

(Against Defendants University of Beer and DOES 1-20, inclusive)

26. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

27. At all times herein mentioned, the California Fair Employment and Housing Act ("FEHA"), Cal. Gov't Code § 12900, *et seq.*, was in full force and effect and binding on Defendant. California Government Code section 12940(a) provides that it shall be an unlawful employment practice for an employer to discriminate against an employee in the terms and conditions of her employment because of a physical disability or medical condition.

28. California Government Code section 12926(m) defines "physical disability" to include a physiological disease, disorder, or condition that affects the cardiovascular system and limits a major life activity.

29. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, University of Beer were employers within the meaning of the FEHA because they employed five or more persons.

1 30. At all times mentioned herein, Plaintiff suffered from a physical disability that limited
2 a major life activity.

3 31. University of Beer had knowledge of Plaintiff's disability.

4 32. Plaintiff was able to perform the essential job duties of her position with University of
5 Beer with reasonable accommodation. At all times during her employment, Plaintiff was qualified to
6 perform the duties of her position.

7 33. As set forth above, during the course of her employment, Plaintiff was discriminated
8 against in the terms, conditions, and privileges of employment on the basis of her disability, including,
9 without limitation, her constructive discharge.

10 34. Plaintiff's physical disability was a substantial motivating reason for the University of
11 Beer's decision to take the aforementioned adverse employment actions.

12 35. As a direct, foreseeable and proximate result of Defendants' unlawful conduct, Plaintiff
13 lost wages and work benefits and will continue to lose future wages and work benefits, has been
14 required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur
15 additional damages in an amount according to proof at the time of trial, but in an amount in excess of
16 the minimum jurisdiction of this Court.

17 36. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff
18 has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
19 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
20 trial.

21 37. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
22 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
23 and were done by officers, directors, and/or managing agents of Defendants, or with the express
24 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
25 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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SECOND CAUSE OF ACTION
Failure to Engage in the Interactive Process
Cal. Gov't Code § 12940(n)
(Against Defendants University of Beer and DOES 1-20, inclusive)

38. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

39. During the course of her employment with University of Beer, Plaintiff suffered from a physical disability that was known to University of Beer.

40. Plaintiff advised University of Beer of her disability and was willing to enter into the interactive process to determine an effective and reasonable accommodation to perform her essential job requirements.

41. University of Beer failed to engage in a timely, good-faith interactive process to determine an effective reasonable accommodation for Plaintiff, and then constructively discharged Plaintiff.

42. As a direct, foreseeable and proximate result of Defendants' unlawful conduct, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction of this Court.

43. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

44. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of Defendants, or with the express knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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THIRD CAUSE OF ACTION
Failure to Provide Reasonable Accommodation
(Cal. Gov't Code § 12940(m))
(Against Defendants University of Beer and DOES 1-20, inclusive)

45. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

46. During the course of her employment with University of Beer, Plaintiff suffered from a physical disability that limited a major life activity and required on-going intervention.

47. University of Beer knew Plaintiff suffered from a physical disability.

48. Plaintiff was able to perform the essential duties of her position with a reasonable accommodation. At all times during her employment with University of Beer, Plaintiff was qualified to perform the duties of her position.

49. University of Beer failed to accommodate Plaintiff's disability.

50. As a direct, foreseeable and proximate result of University of Beer's unlawful conduct, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction of this Court.

51. As a direct, foreseeable, and proximate result of University of Beer's unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, loss of confidence, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

52. The aforementioned acts of University of Beer were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of University of Beer, or with the express knowledge, consent, and ratification of managerial employees of University of Beer, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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FOURTH CAUSE OF ACTION
Failure to Take All Reasonable Steps to Prevent Discrimination
Cal. Gov't Code § 12940(k)
(Against Defendants University of Beer and DOES 1 through 20, inclusive)

53. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

54. At all times herein mentioned, the FEHA was in full force and effect and was fully binding upon Defendants. Specifically, California Government Code section 12940(k) makes it an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent discrimination and discrimination based on disability from occurring.

55. As set forth above, while employed by University of Beer, Plaintiff endured a continuous pattern of discrimination on the basis of her disability.

56. University of Beer failed to provide Plaintiff with protections required under California Government Code § 12940(k) by not taking immediate and sufficient action to correct the discriminatory conduct directed at Plaintiff because of her disability.

57. As a direct, foreseeable and proximate result of University of Beer's conduct, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction of this Court.

58. As a direct, foreseeable, and proximate result of University of Beer's unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, loss of confidence, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

59. The aforementioned acts of University of Beer were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of University of Beer, or with the express knowledge, consent, and ratification of managerial employees of University of Beer, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the

1 time of trial.

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3 **FIFTH CAUSE OF ACTION**
4 **Constructive Discharge in Violation of Public Policy**
5 **(Against Defendants University of Beer and DOES 1-20, inclusive)**

6 60. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
7 above as though fully set forth herein.

8 61. As described above, Defendant subjected Plaintiff to working conditions that violated
9 public policy, by *inter alia*, requiring Plaintiff to perform work off the clock, not allowing Plaintiff
10 to take meal and rest breaks, withholding gratuities that Plaintiff was entitled to receive, and refusing
11 to accommodate Plaintiff by allowing her to take necessary medication during her shifts.

12 62. The working conditions set forth herein were intentionally and knowingly created
13 and/or permitted by University of Beer.

14 63. The working conditions created by University of Beer were so intolerable that any
15 reasonable person in Plaintiff's position would have had no reasonable alternative except to resign
16 and Plaintiff resigned because of these working conditions.

17 64. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
18 Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has
19 been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future
20 incur additional damages in an amount according to proof at the time of trial.

21 65. As a further direct, foreseeable, and proximate result of University of Beer's unlawful
22 actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame,
23 anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at
24 the time of trial.

25 66. The aforementioned acts of University of Beer were willful, wanton, malicious,
26 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
27 rights of Plaintiff and were done by officers, directors, and/or managing agents of University of Beer
28 or with the express knowledge, consent, and ratification of managerial employees of University of
Beer, and thereby justify the awarding of punitive and exemplary damages in an amount to be

1 determined at the time of trial.

2 **SIXTH CAUSE OF ACTION**
3 **Failure to Pay Minimum Wages**
4 **Cal. Lab. Code §§ 1194, 1197**
5 **(Against All Defendants)**

6 67. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
7 above as though fully set forth herein.

8 68. Pursuant to California Labor Code section 204, other applicable laws and regulations,
9 and public policy, an employer must timely pay its employees for all hours worked.

10 69. California Labor Code section 1197 provides the minimum wage for employees fixed
11 by the commission is the minimum wage to be paid to employees, and the payment of a wage less
12 than the minimum so fixed is unlawful.

13 70. California Labor Code section 1194 establishes an employee's right to recover unpaid
14 wages, including minimum wage compensation and interest thereon, together with the costs of suit.

15 71. As alleged herein, Plaintiff was not compensated for all time worked.

16 72. University of Beer was aware of its obligation to pay Plaintiff all wages owed,
17 including minimum wages, but failed to do so.

18 73. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
19 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
20 provision regulating minimum wages or hours and days of work in any order of the Industrial
21 Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
22 2802 may be held liable as the employer for such violation."

23 74. California Labor Code section 558.1, subsection (b), further provides that the term
24 "other person acting on behalf of any employer" means "a natural person who is an owner, director,
25 officer, or managing agent of the employer."

26 75. Provisions regulating minimum wages or hours and days of work in any order of the
27 Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code
28 section 1194 have been violated by, or were caused to be violated by, Defendants. Plaintiff is

1 informed and believes and thereon alleges that Defendant Yungvanitsait was, at all relevant times, a
2 person acting on behalf of Defendants, including as an owner, director, officer, and/or managing
3 agent within the meaning of California Labor Code section 558.1. Therefore, Defendant
4 Yungvanitsait may be held personally liable as the employer for violations of provisions regulating
5 minimum wages or hours and days of work in any order of the Industrial Welfare Commission,
6 including IWC Wage Order No. 5-2001, and California Labor Code section 1194.

7 76. As a proximate result of Defendants' conduct, Plaintiff has been damaged and
8 deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these
9 wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and
10 costs, and interest pursuant to California Labor Code sections 1194.

11 **SEVENTH CAUSE OF ACTION**
12 **Failure to Pay Overtime Wages**
13 **Cal. Lab. Code §§ 510, 1194**
14 **(Against All Defendants)**

15 77. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
16 above as though fully set forth herein.

17 78. During the period Plaintiff was employed by University of Beer, University of Beer
18 was required to compensate her at one and one-half (1½) times the regular rate of pay for hours worked
19 in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular
20 rate of pay for hours worked in excess of twelve (12) hours per day. *See* Cal. Lab. Code §§ 510, 1194.

21 79. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40)
22 hours per week, University of Beer failed to pay all overtime wages owed to her.

23 80. Plaintiff was not exempt from overtime protections under the applicable Wage Orders
24 and California Labor Code.

25 81. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
26 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
27 provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare
28 Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 may
be held liable as the employer for such violation."

82. California Labor Code section 558.1, subsection (b), further provides that the term “other person acting on behalf of any employer” means “a natural person who is an owner, director, officer, or managing agent of the employer.”

83. Provisions regulating minimum wages and hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code section 1194 have been violated by, or were caused to be violated by Defendants. Plaintiff is informed and believes and thereon alleges that Defendant Yungvanitsait was, at all relevant times, a person acting on behalf of Defendants including as an owner, director, officer, and/or managing agent within the meaning of California Labor Code section 558.1. Therefore, Defendant Yungvanitsait may be held liable as the employer for violations of provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section 1194.

84. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and the applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

EIGHTH CAUSE OF ACTION

Tip Pool Conversion

Cal. Lab. Code § 351

(Against Defendants University of Beer and DOES 1-20, inclusive)

85. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

86. California Labor Code section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. The statute further provides that “[e]very gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.”

87. California Labor Code section 350(e) defines “gratuity” to include “any tip, gratuity,

1 money, or part thereof that has been paid or given to or left for an employee by a patron of a
2 business over and above the actual amount due the business for services rendered or for goods, food,
3 drink, or articles sold or served to the patron.”

4 88. At all relevant times mentioned herein, Plaintiff was an employee of University of
5 Beer.

6 89. At all relevant times mentioned herein, University of Beer maintained a tip pool in
7 which money left by patrons in an amount over and above the actual amount due for, *inter alia*, food
8 and drinks served was pooled to be distributed among employees including Plaintiff.

9 90. Plaintiff is informed and believes, and thereon alleges, that University of Beer
10 allowed its managers, including On Yang, to take money from the tip pool that Plaintiff was entitled
11 to receive.

12 91. Plaintiff did not consent to University of Beer and/or its managers and supervisors
13 taking of the tips.

14 92. Plaintiff was harmed by University of Beer’s unlawful taking of the tips in an amount
15 to be proved at trial.

16 93. University of Beer’s conduct was a substantial factor in causing Plaintiff’s harm.

17 **NINTH CAUSE OF ACTION**
18 **Failure to Provide Meal Periods**
19 **Cal. Lab. Code §§ 226.7, 512**
(Against All Defendants)

20 94. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
21 above as though fully set forth herein.

22 95. An employer must provide an employee a meal period in accordance with the
23 applicable Wage Order and Labor Code sections 226.7 and 512.

24 96. California Labor Code section 512 and Wage Order 5-2001, section 11(A) require an
25 employer to provide a meal period of not less than thirty (30) minutes for each work period of more
26 than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer
27 must provide a second meal period.

28 97. During the relevant time period, Defendants failed to provide all legally required off-

1 duty meal breaks of at least 30 minutes to Plaintiff for several work periods that Plaintiff worked
2 more than five hours in a day, or to take a second uninterrupted meal break of at least 30 minutes for
3 several work periods that Plaintiff worked more than ten hours in a day.

4 98. During the relevant time period, Plaintiff's meal periods were missed, shortened,
5 taken late, and/or were interrupted due to Plaintiff's work-related responsibilities.

6 99. During the relevant time period, University of Beer intentionally and willfully
7 required Plaintiff to work during meal periods and failed to compensate Plaintiff the full meal
8 period premium for work performed during her meal periods.

9 100. University of Beer's conduct violates applicable IWC Wage Order and California
10 Labor Code sections 226.7 and 512(a).

11 101. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
12 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
13 provision regulating minimum wages or hours and days of work in any order of the Industrial
14 Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
15 2802 may be held liable as the employer for such violation."

16 102. California Labor Code section 558.1, subsection (b), further provides that the term
17 "other person acting on behalf of any employer" means "a natural person who is an owner, director,
18 officer, or managing agent of the employer."

19 103. Provisions regulating minimum wages or hours and days of work in any order of the
20 Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code
21 section 226.7 have been violated by, or were caused to be violated by, Defendants. Plaintiff is
22 informed and believes, and thereon alleges, that Defendant Yungvanitsait was a person acting on
23 behalf of Defendants including as an owner, director, officer, and/or managing agent, within the
24 meaning of California Labor Code section 558.1. Therefore, Defendant Yungvanitsait may be held
25 personally liable as the employer for the violations of provisions regulating minimum wages or
26 hours and days of work in any order of the Industrial Welfare Commission, including IWC Wage
27 Order No. 5-2001, and California Labor Code section 226.7.

28 104. Pursuant to applicable IWC Wage Order and California Labor Code section

226.7(c), Plaintiff is entitled to recover from Defendants one additional hour of pay at her regular rate of compensation for each workday that a meal period was not provided.

TENTH CAUSE OF ACTION
Failure to Provide Rest Periods
Cal. Lab. Code § 226.7
(Against All Defendants)

105. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

106. Wage Order 5-2001 section 12(A) requires an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

107. Plaintiff alleges that University of Beer failed to provide rest breaks of at least ten (10) minutes for each work period that she worked more than four (4) hours.

108. During the relevant time period, University of Beer failed to pay Plaintiff the full rest period premium due for each missed or non-compliant rest period as required by California Labor Code section 226.7.

109. University of Beer's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

110. In addition, California Labor Code section 558.1, subsection (a), provides that "Any employer or other person acting on behalf of an employer, who violates, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation."

111. California Labor Code section 558.1, subsection (b), further provides that the term "other person acting on behalf of any employer" means "a natural person who is an owner, director, officer, or managing agent of the employer."

112. Provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code

1 section 226.7 have been violated by, or were caused to be violated by, Defendants. Plaintiff is
2 informed and believes, and thereon alleges, that Defendant Yungvanitsait was a person acting on
3 behalf of Defendants including as an owner, director, officer, and/or managing agent, within the
4 meaning of California Labor Code section 558.1. Therefore, Defendant Yungvanitsait may be held
5 liable as the employer for the violations of provisions regulating minimum wages or hours and days
6 of work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001,
7 and California Labor Code section 226.7.

8 113. Pursuant to the applicable IWC Wage Orders and California Labor Code section
9 226.7(c), Plaintiff is entitled to recover from Defendants one additional hour of pay at the
10 employee's regular hourly rate of compensation for each workday that the rest period was not
11 provided.

12
13 **ELEVENTH CAUSE OF ACTION**
14 **Failure to Provide Accurate Wage Statements**
15 **Cal. Lab. Code § 226(a)**
16 **(Against All Defendants)**

17 114. Plaintiff alleges and incorporates by reference the allegations in each
18 Paragraph above as though fully set forth herein.

19 115. Pursuant to Labor Code section 226(a), an employer must provide an itemized
20 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

21 *(1) gross wages earned, (2) total hours worked by the employee,*
22 *except for any employee whose compensation is solely based on a*
23 *salary and who is exempt from payment of overtime under*
24 *subdivision (a) of Section 515 or any applicable order of the*
25 *Industrial Welfare Commission, (3) the number of piece-rate units*
26 *earned and any applicable piece rate if the employee is paid on a*
27 *piece-rate basis, (4) all deductions, provided that all deductions*
28 *made on written orders of the employee may be aggregated and*
shown as one item, (5) net wages earned, (6) the inclusive dates of

1 the period for which the employee is paid, (7) the name of the
2 employee and the last four digits of his or her social security number
3 or an employee identification number other than a social security
4 number, (8) the name and address of the legal entity that is the
5 employer and, if the employer is a farm labor contractor, as defined
6 in subdivision (b) of Section 1682, the name and address of the legal
7 entity that secured the services of the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the
10 employee. The deductions made from payment of wages shall be
11 recorded in ink or other indelible form, properly dated, showing the
12 month, day, and year, and a copy of the statement and the record of
13 the deductions shall be kept on file by the employer for at least three
14 years at the place of employment or at a central location within the
15 State of California.

16 116. Plaintiff alleges that University of Beer intentionally and knowingly failed to provide
17 an itemized statement and/or failed to provide an accurate and complete itemized statement showing
18 the requirements set forth in California Labor Code section 226(a).

19 117. Additionally, Plaintiff alleges she suffered injury as a result of University of Beer's
20 failure to provide accurate and complete information as required by any one or more of items (1) to
21 (9), inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff cannot promptly
22 and easily determine (i.e. a reasonable person in Plaintiff's position would not be able to readily
23 ascertain the information without reference to other documents or information) from the wage
24 statement alone.

25 118. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
26 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
27 provision regulating minimum wages or hours and days of work in any order of the Industrial
28 Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or

1 2802 may be held liable as the employer for such violation.”

2 119. California Labor Code section 558.1, subsection (b), further provides that the term
3 “other person acting on behalf of any employer” means “a natural person who is an owner, director,
4 officer, or managing agent of the employer.”

5 120. California Labor Code section 226 has been violated by, or was caused to be violated
6 by, Defendants. Plaintiff is informed and thereon believes that Defendant Yungvanitsait was a
7 person acting on behalf of Defendants, including as an owner, director, officer, and/or managing
8 agent, within the meaning of California Labor Code section 558.1. Therefore, Defendant
9 Yungvanitsait may be held liable as the employer for the violations of California Labor Code section
10 226.

11 121. As a proximate cause of Defendants’ failure to provide accurate statements, Plaintiff
12 was damaged and is entitled to statutory and civil penalties under the California Labor Code, and
13 attorney’s fees and costs, in an amount to be proven at trial.

14
15 **TWELFTH CAUSE OF ACTION**
16 **Failure to Timely Pay Final Wages**
17 **Cal. Lab. Code § 201, 202, 203**
(Against All Defendants)

18 122. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
19 above as though fully set forth herein.

20 123. California Labor Code sections 201 and 202 provide that if an employer discharges
21 an employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
22 and if an employee quits his or her employment, his or her wages shall become due and payable not
23 later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours’
24 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the
25 time of quitting.

26 124. An employer who willfully fails to pay an employee wages in accordance with
27 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up
28 to thirty (30) days. Cal. Lab. Code § 203.

1 125. Plaintiff did not receive all wages within seventy-two (72) hours from her separation
2 from employment, including, but not limited to, unpaid overtime and minimum wages and unpaid
3 missed break premiums.

4 126. University of Beer knew of its obligation to pay Plaintiff and University of Beer's
5 failure to pay all wages was in complete disregard of its obligations under the Labor Code. Such
6 conduct shows University of Beer's knowledge of its obligation to pay all wages owed upon
7 termination and willful refusal.

8 127. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
9 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
10 provision regulating minimum wages or hours and days of work in any order of the Industrial
11 Welfare Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
12 2802 may be held liable as the employer for such violation."

13 128. California Labor Code section 558.1, subsection (b), further provides that the term
14 "other person acting on behalf of any employer" means "a natural person who is an owner, director,
15 officer, or managing agent of the employer."

16 129. California Labor Code section 203 has been violated by, or was caused to be violated
17 by, Defendants. Plaintiff is informed and thereon believes that Defendant Yungvanitsait was a
18 person acting on behalf of Defendants including as an owner, director, officer and/or managing
19 agent, within the meaning of California Labor Code section 558.1. Therefore, Defendant
20 Yungvanitsait may be held liable as the employer for the violations California Labor Code section
21 203.

22 130. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and
23 deprived of her wages and thereby seeks her daily rate of pay multiplied by thirty (30) days for
24 Defendants' failure to pay all wages due.

25 ///

26 ///

27 ///

28 ///

THIRTEENTH CAUSE OF ACTION
Failure to Provide Personnel Records Upon Request
Cal. Lab. Code § 1198.5
(Against Defendant University of Beer LLC and DOES 1-20, inclusive)

131. Plaintiff alleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

132. California Labor Code section 1198.5 provides that if an employer fails to allow an employee to inspect or copy personnel records within thirty (30) days of a request for such records, the employee is entitled to recover a \$750.00 penalty from the employer.

133. On or about October 28, 2025, Plaintiff requested her personnel records from UOB. UOB did not provide or make the personnel records available to Plaintiff.

134. As a proximate cause of UOB's failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California Labor Code section 1198.5(k), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 1198.5(l).

FOURTEENTH CAUSE OF ACTION
Failure to Provide Payroll Records Upon Request
Cal. Lab. Code § 226
(Against Defendants University of Beer LLC and DOES 1-20, inclusive)

135. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

136. California Labor Code section 226(f) provides that if an employer failed to allow an employee to inspect or copy records within twenty-one (21) days of the request for such records, the employee is entitled to recover a \$750.00 penalty from the employer.

137. On or about October 28, 2025, Plaintiff requested her records, pursuant to California Labor Code section 226(c), from UOB. UOB failed to provide or make available all records as required by California Labor Code section 226(c).

138. As a proximate cause of UOB's failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California

1 Labor Code section 226(f), and an award of costs and reasonable attorney’s fees pursuant to
2 California Labor Code section 226(h).

3
4 **FIFTEENTH CAUSE OF ACTION**
5 **Violation of the Unfair Competition Law**
6 **Cal. Bus. & Prof. Code § 17200 *et seq.***
7 **(Against Defendants University of Beer and DOES 1-20, inclusive)**

8 139. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
9 above as though fully set forth herein.

10 140. California Business and Professions Code section 17200 *et seq.* (the “Unfair
11 Competition Law”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent
12 business act or practice. California Business and Professions Code section 17204 permits “a person
13 who has suffered injury in fact and has lost money or property” to prosecute a civil action for
14 violation of the Unfair Competition Law.

15 141. Plaintiff is a “person” as defined under California Business and Professions Code
16 section 17201.

17 142. As alleged herein, University of Beer committed numerous violations of the
18 California Labor Code throughout its employment relationship with Plaintiff, constituting unlawful,
19 unfair, and/or fraudulent business practices, including, without limitation: (1) failure to pay Plaintiff
20 all minimum wages owed (Cal. Lab. Code §§ 204, 1194, 1197); (2) failure to pay Plaintiff all
21 overtime wages owed (Cal. Lab. Code §§ 510, 1194); (3) failure to provide Plaintiff all statutorily
22 mandated meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failing to provide Plaintiff all statutorily
23 mandated rest periods (Cal. Lab. Code §§ 226.7); (5) engaging in unlawful tip pooling practices; and
24 (6) failing to provide Plaintiff with accurate wage statements (Cal. Lab. Code § 226(a)).

25 143. The violations of the above-referenced California Labor Code provisions serve as
26 unlawful predicate acts and practices for the purposes of California Business and Professions Code
27 section 17200 *et seq.*

28 144. As a result of University of Beer’s unlawful, unfair, and/or fraudulent conduct,
University of Beer reaped and continue to reap unfair benefits and competitive advantage and has

1 been unjustly enriched at the expense of Plaintiff and the general public.

2 145. Plaintiff has been personally injured by University of Beer's unlawful business acts
3 and practices as alleged herein, including, but not limited to, the loss of money and/or property.
4 Pursuant to the UCL, Plaintiff is entitled to restitution of wages withheld and retained by University
5 of Beer during a period that commences four years preceding the filing of this Complaint; and an
6 award of attorney's fees pursuant to California Code of Civil Procedure section 1021.5 and other
7 applicable laws; and an award of costs.

8
9 **SIXTEENTH CAUSE OF ACTION**
10 **Civil Penalties Pursuant to the Private Attorneys General Act**
11 **Cal. Lab. Code § 2698 *et seq.***
(Against All Defendants)

12 146. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
13 above as though fully set forth herein.

14 147. The PAGA expressly establishes that any provision of the California Labor Code
15 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
16 departments, divisions, commissions, boards, agencies or employees for a violation of the California
17 Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
18 himself or herself, and other current or former employees. Cal. Lab. Code § 2699(a).

19 148. Plaintiff is an "aggrieved employee" because she was employed by the alleged
20 violator and personally suffered each of the violations of the California Labor Code alleged herein.
21 *See* Cal. Lab. Code § 2699(c).

22 149. As alleged above, Plaintiff has exhausted the procedural requirements under
23 California Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for
24 civil penalties on behalf of herself and all other aggrieved employees under the PAGA.

25 150. Plaintiff brings this cause of action as a proxy for the State of California and in this
26 capacity, seeks civil penalties on behalf of herself and all current and former aggrieved employees
27 for violations of the California Labor Code alleged herein for the period from January 14, 2025
28 through trial on this matter.

1 151. During the period Plaintiff and other aggrieved employees were employed by
2 Defendants, they were entitled to be paid at least the State’s minimum wage rate for each hour that
3 they worked. *See, e.g.*, IWC Wage Order MW-2025; IWC Wage Order No. 5-2001, section (4); Cal.
4 Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and other
5 aggrieved employees at least minimum wage for all hours worked. Thus, Plaintiff and other
6 aggrieved employees were not paid at least the applicable state minimum wage for all hours worked
7 in violation of the California Labor Code.

8 152. California Labor Code sections 510 and 1194 require employers to pay employees
9 overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty
10 (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
11 worked on the seventh day of work in any one workweek. Finally, employers must pay double time
12 for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
13 excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff
14 and other aggrieved employees worked over eight (8) hours per day and forty (40) hours per week
15 and were not paid overtime wages. This was in violation of the California Labor Code.

16 153. California Labor Code section 1174(d) requires employers to keep “payroll records
17 showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be
18 kept in accordance with rules established for this purpose by the commission, but in any case, shall
19 be kept on file for not less than three years.” Defendants did not keep accurate information regarding
20 all hours worked by Plaintiff and other aggrieved employees, including by failing to accurately
21 record all time worked on their time records. This was in violation of the California Labor Code.

22 154. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5-2001,
23 section 11(A) require employers to provide employees a meal period of thirty (30) minutes per five
24 (5) hours worked, and a second meal period when an employee works more than ten (10) hours in a
25 day. For the reasons stated above, Plaintiff and other aggrieved employees were not authorized and
26 permitted to take legally compliant meal periods pursuant to California law. Defendants also failed
27 to pay meal period premiums for their failure to provide meal periods.

28 155. California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A)

1 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4)
2 hours or major fraction thereof worked. For the reasons stated above, Plaintiff and other aggrieved
3 employees were not authorized and permitted to take legally compliant rest periods pursuant to
4 California law in violation of the California Labor Code. Defendants also failed to pay rest period
5 premiums for their failure to provide rest periods.

6 156. California Labor Code section 226 requires employers to furnish to employees “an
7 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
8 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
9 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
10 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
11 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
12 only the last four digits of his or her social security number or an employee identification number
13 other than a social security number, (8) the name and address of the legal entity that is the employer .
14 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate by the employee” For the reasons stated above, Defendants
16 failed to comply with these requirements with respect to Plaintiff and other aggrieved employees in
17 violation of the California Labor Code.

18 157. California Labor Code section 351 prohibits an employer or its agents from
19 collecting, taking, or receiving any gratuity or part thereof paid, given to, or left for an employee by
20 a patron, and declares that every gratuity is the sole property of the employee to whom it was paid,
21 given, or left. California Labor Code section 353 requires employers to keep accurate records of all
22 gratuities received by them. For the reasons stated above, Defendants collected, took, or received a
23 portion of the gratuities left for Plaintiff and other aggrieved employees and failed to keep accurate
24 records of gratuities received. This was in violation of the California Labor Code.

25 158. California Labor Code sections 201–203 require that all wages, including minimum
26 wages and meal and rest period premiums, be paid to employees upon separation and/or termination
27 of employment. Here, for the reasons stated above, Plaintiff and other aggrieved employees did not
28 receive all final wages due and owing to them at the time of termination or seventy-two (72) hours

1 thereafter as required by California Labor Code sections 201–203. This is in violation of the
2 California Labor Code.

3 159. California Labor Code section 226, subdivisions (b) and (c), require an employer to
4 afford a current or former employee the right to inspect or copy records pertaining to that employee
5 within twenty-one (21) days of a request, and section 226(f) provides for a penalty for
6 noncompliance. For the reasons stated above, Defendants failed to permit Plaintiff and other
7 aggrieved employees to inspect or copy their payroll records within twenty-one (21) days of their
8 request. This was in violation of the California Labor Code.

9 160. California Labor Code section 1198.5 requires an employer to afford a current or
10 former employee the right to inspect or copy personnel records within thirty (30) days of a request.
11 For the reasons stated above, Defendants failed to permit Plaintiff and other aggrieved employees to
12 inspect or copy their personnel records within thirty (30) days of their request. This was in violation
13 of the California Labor Code.

14 161. California Labor Code section 558 states that it is unlawful for any employer, or other
15 person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to
16 558.1 of the California Labor Code or any order of the Industrial Welfare Commission. As described
17 above, Defendants, by and through their agents, violated Plaintiff's and other aggrieved employees'
18 rights provided for under California Labor Code sections 558 and 558.1 as well as the incorporated
19 Wage Orders and incorporated statutes therein.

20 **PRAYER FOR DAMAGES**

21 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

22 1. For compensatory damages, including, but not limited to, losses for lost back pay, lost
23 fringe benefits and future lost earnings and fringe benefits, damages for emotional distress and pain
24 and suffering, according to proof allowed by law;

25 2. For statutory penalties under the California Labor Code, including California Labor
26 Code sections 203, 226, and 1198.5, according to proof allowed by law;

27 3. For civil penalties pursuant to California Labor Code section 2699 *et seq.* for violations
28 of the California Labor Code, including, but not limited to, sections 201–203, 226, 226.7, 351, 353,

1 510, 512, 558, 1174, 1194, 1197, and 1198.5, on behalf of the State of California and with respect to
2 Plaintiff and all other aggrieved employees;

3 4. For punitive and exemplary damages allowed by law;

4 5. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
5 fees pursuant, *inter alia*, to California Code of Civil Procedure section 1021.5, California
6 Government Code section 12965, and California Labor Code sections 218.5, 226(e), 1198.5, 2699,
7 and/or other applicable law;

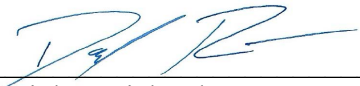
8 6. For injunctive relief;

9 7. For an award of prejudgment and post-judgment interest; and

10 8. For an award to Plaintiff of such other and further relief as the Court deems just and
11 proper.

12
13 Dated: June 2, 2026

Richardson Employment Law, P.C.

14
15 By: 
16 Daniel E. Richardson
17 Lisa L. Bradner
18 Kent Bradbury
Attorneys for Plaintiff MEGHAN PEREZ

19 **JURY TRIAL DEMAND**

20 Plaintiff hereby demands a trial by jury.

21
22 Dated: June 2, 2026

Richardson Employment Law, P.C.

23
24 By: 
25 Daniel E. Richardson
26 Lisa L. Bradner
27 Kent Bradbury
28 Attorneys for Plaintiff MEGHAN PEREZ