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on behalf of all others similarly situated

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF ALAMEDA**

9 JANELLY BERMUDEZ LARA, an individual
and on behalf of all others similarly situated,
10 Plaintiff,

11 v.

13 AVATAR FOODS INTERNATIONAL, INC.,
a California corporation doing business as
14 Global Gourmet Catering; and DOES 1
15 through 100, inclusive,

16 Defendants.
17

CASE NO.: 26CV174710

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

- 12 1. FAILURE TO PAY OVERTIME
WAGES;
- 13 2. FAILURE TO PAY MINIMUM WAGES;
- 14 3. FAILURE TO PAY GRATUITIES;
- 15 4. CONVERSION;
- 16 5. FAILURE TO PROVIDE MEAL
PERIODS;
- 17 6. FAILURE TO PROVIDE REST
PERIODS;
- 18 7. WAITING TIME PENALTIES;
- 19 8. WAGE STATEMENT VIOLATIONS;
- 20 9. FAILURE TO TIMELY PAY WAGES;
- 21 10. FAILURE TO INDEMNIFY;
- 22 11. FAILURE TO PRODUCE REQUESTED
RECORDS; and
- 23 12. UNFAIR COMPETITION.
- 24 13. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
25 ATTORNEYS' GENERAL ACT
26 (2004) FOR VIOLATIONS OF

LABOR CODE SECTIONS 210, 226.3,
226.8, 558, 1174.5, 1197.1, AND 2699,
et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

Plaintiff JANELLY BERMUDEZ LARA, on behalf of Plaintiff and all others similarly
situated, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Avatar Foods International, Inc., doing business as Global Gourmet Catering, and any of its respective subsidiaries or affiliated companies within the State of California (“Avatar Foods,” collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt employees in California employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 351, 353, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2810.5, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The

1 “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing
2 past the date of notice to the LWDA into perpetuity.

3 **PARTIES**

4 **A. Plaintiff**

5 3. Plaintiff JANELLY BERMUDEZ LARA is a resident of the State of California. At
6 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
8 bartending, loading and unloading catering trucks, and providing various hospitality and support
9 services and duties. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
10 JANELLY BERMUDEZ LARA worked for Defendants from approximately May of 2022 through
11 approximately December of 2025.

12 **B. Defendants**

13 4. Plaintiff is informed and believes and based thereon alleges that defendant Avatar
14 Foods is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
15 of the laws of the State of California and doing business in the County of Alameda, State of California.
16 At all relevant times herein, Avatar Foods employed Plaintiff and similarly situated employees within
17 the State of California.

18 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
20 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
21 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
22 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
23 will seek leave of court to amend this complaint to reflect the true names and capacities of the
24 defendants designated hereinafter as DOES when such identities become known.

25 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
26 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
27 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
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1 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
2 “Defendants,” it shall include Avatar Foods, and any of their parent, subsidiary, or affiliated
3 companies within the State of California, and DOES 1 through 100 identified herein.

4 **JOINT LIABILITY ALLEGATIONS**

5 7. Plaintiff is informed and believes and based thereon alleges that all the times
6 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
7 representative, joint venture or co-conspirator of each of the other defendants, either actually or
8 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
9 employment, joint venture, and conspiracy.

10 8. All of the acts and conduct described herein of each and every corporate defendant was
11 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
12 and the officers and management-level employees of said corporate employers. In addition thereto,
13 said corporate employers participated in the aforementioned acts and conduct of their said employees,
14 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
15 of said corporate employees, agents, and representatives, the defendant corporation respectively and
16 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
17 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
18 agents and representatives.

19 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
20 thereon alleges that Defendants, and each of them, are joint employers.

21 **JURISDICTION**

22 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
23 Civil Procedure section 410.10.

24 11. Venue is proper in Alameda County, California pursuant to Code of Civil Procedure
25 sections 392, et seq. because, among other things, Alameda County is where the causes of action
26 complained of herein arose; the county in which the employment relationship began; the county in
27 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
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1 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
2 Defendants was actually performed; and the county in which Defendants reside. Moreover, the
3 unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Alameda County,
4 and because Defendants employ numerous Class Members in Alameda County.

5 **FACTUAL BACKGROUND**

6 12. Defendants knew or should have known Plaintiff and Class Members were entitled to
7 receive wages for all time worked, including regular, overtime, and double times wages. Plaintiff is
8 informed and believes, and thereon alleges Defendants failed to pay Plaintiff and Class Members all
9 wages owed for work required to be performed in violation of California state wage and hour laws.

10 13. Plaintiff is informed and believes, and thereon alleges, Defendants maintain a practice
11 and/or policy of failing to track all minutes worked by Plaintiff and Class Members and failing to pay
12 Plaintiff and Class Members for all minutes worked at the proper rates of pay. Defendants engaged,
13 suffered, or permitted Plaintiff and Class Members to work off the clock, including, without limitation,
14 by requiring Plaintiff and Class Members to communicate with management after hours regarding last
15 minute shift coverage, and requiring Plaintiff and Class Members to clock out for meal periods and
16 continue working. Defendants would also schedule shifts for Plaintiff and Class Members and then
17 send them home when they worked less than half a scheduled shift without paying them reporting
18 time pay. Defendants also never paid Plaintiff her final wages.

19 14. In addition, Defendants failed to include all forms of remuneration, including non-
20 discretionary bonuses, meal allowances, and other forms of remuneration into the regular rate of pay
21 during pay periods where overtime was worked. For example, Plaintiff's Payroll Profile from
22 01/01/2023 through 12/31/2023 showed a bonus paid (pay code "bonus") but Defendants did not
23 properly adjust Plaintiff's regular rate. Moreover, Plaintiff was provided a lunch meal allowance but
24 Defendants failed to record the meal allowance and include it into the regular rate of pay.

25 15. Defendants knew or should have known that Plaintiff and Class Members were entitled
26 to receive full, timely thirty (30) minute uninterrupted meal period for days on which they worked
27 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for
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1 days on which they worked in excess of ten (10) hours in a work day, yet failed to provide Plaintiff
2 and Class Members with legally complaint meal periods and failed to provide compensation for such
3 unprovided meal periods as required by California wage and hour laws.

4 16. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
5 meal periods by, without limitation, interrupting meal periods; not allowing employees to leave the
6 premises for breaks; failing to provide meal periods all together, requiring Plaintiff and Class
7 Members work through meal periods; and not providing timely meal periods. For example, Plaintiff
8 and Class Member's meal periods were often interrupted or taken late due to a high volume of
9 customers.

10 17. Defendants knew or should have known that Plaintiff and Class Members were entitled
11 to receive a full ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
12 major fraction thereof yet failed to authorize and permit Plaintiff and Class Members to take legally
13 complaint rest periods and failed to provide compensation for such unprovided rest periods as required
14 by California wage and hour laws.

15 18. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
16 rest periods by, without limitation, by interrupting rest periods; not allowing employees to leave the
17 premises during breaks; by failing to provide rest periods all together; failing to provide an
18 uninterrupted rest period; and not providing rest periods in a timely fashion when customer volume
19 was high.

20 19. Defendants knew or should have known that Plaintiff and Class Members who
21 separated from their employment with Defendants during the statutory period were entitled to timely
22 payment of all wages due. Plaintiff is informed and believes, and thereon alleges, that Defendants
23 failed to pay Plaintiff and Class Members the full amount of their wages owed to them upon
24 termination and/or resignation as required by Labor Code sections 201 and 202, including for, without
25 limitation, failing to pay overtime wages, minimum wages, premium wages, and all tips owed, and all
26 premium pay owed. Additionally, Defendants never provided Plaintiff with her final paycheck.

27 20. Defendants knew or should have known that Plaintiff and Class Members were entitled
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1 to receive complete and accurate wage statements and failed to abide by the requirements of Labor
2 Code section 226. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
3 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
4 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate; and other such information
6 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants failed to
7 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and
8 net wages paid.

9 21. Defendants knew or should have known that Plaintiff and Class Members were entitled
10 to receive all wages earned twice during each calendar month, on days designated in advance by
11 Defendants as the regular paydays. Plaintiff is informed and believes, and thereon alleges, Defendants
12 failed to pay Plaintiff and Class Members the full amount of wages earned in a timely fashion as
13 required under Labor Code section 204.

14 22. Defendants knew or should have known that Plaintiff and Class Members were entitled
15 to be reimbursed for necessary expenses incurred in direct consequence of the discharge of their
16 duties, or of their obedience to the directions of Defendants, as required by Labor Code sections 2800
17 and 2802, and other statutory and common law offenses, such as requiring Plaintiff and Class
18 Members to use a mobile timekeeping app on their personal cells phones to track their time as well as
19 respond to texts and telephone calls about scheduling via their personal cell phones.

20 23. Defendants knew or should have known that Plaintiff and Class Members were entitled
21 to the timely payment of wages upon termination. Plaintiff is informed and believes, and thereon
22 alleges, Defendants failed to pay Plaintiff and Class Members, the full amount of their wages owed
23 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
24 including for failing to pay overtime wages, minimum wages, premium wages, and all tips owed.
25 Additionally, Defendants never provided Plaintiff with her final paycheck.

26 24. Defendants knew or should have known that Plaintiff and Class Members were entitled
27 to paid sick leave at their regular rate of pay. Plaintiff is informed and believes, and thereon alleges,
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1 Defendants failed to provide Plaintiff and Class Members with the rights provided to them under the
2 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*
3 Employee is further informed and believes that the sick pay was not provided at the proper regular of
4 pay as required under California law due to failure to properly calculate the regular rate.

5 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
6 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
7 and/or Class Members by a patron, or deducted amounts from wages due to Plaintiff and/or Class
8 Members on account of a gratuity, or required Plaintiff and/or Class Members to credit the amount
9 (or a part thereof) of a gratuity against and as part of the wages due to Plaintiff and/or Class Members
10 from the Defendants. In addition, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants permit and/or permitted patrons to pay gratuities by credit card but failed to pay Plaintiff
12 and/or Class Members the full amount of the gratuity that the patron indicated on the credit card slip,
13 without any deductions, for any credit card payment processing fees that may be charged to the
14 Defendants by the credit card company by not later than the regular payday following the date the
15 patron authorized the credit card.

16 26. By way of example, Defendants illegally offset Plaintiff's, and upon information and
17 belief Class Member's, hourly rate by tips received. This practice is not allowed in California where
18 tips are considered the sole property of the employee. In addition, Defendants failed to keep accurate
19 records of all gratuities received by Defendants and/or make those open to inspection at all reasonable
20 hours. As a result, Plaintiff and Class Members were unable to verify the amount of tips they were
21 being paid. Defendants often told Plaintiff and Class Members that the credit card machines were
22 malfunctioning and would only pay Plaintiff and Class Members a \$100 tip credit, rather than the
23 actual tips earned. While Plaintiff had no way to verify how much she actually earned in tips those
24 shifts, Plaintiff recalls earning tips that greatly exceeded \$100.

25 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
26 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
27 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
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1 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
2 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
3 the sick pay was not provided at the proper regular of pay as required under California law due to
4 failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants
5 also did not permit its use upon request by Defendants and other Aggrieved Employees as
6 contemplated under California and local laws, including, without limitation, under Labor Code section
7 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without
8 retaliation. Plaintiff is additionally informed and believes that the notice requirement of Labor Code
9 section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting.
10 Plaintiff is thus informed and believes that Defendants violated these Labor Code sections, as well as
11 Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered
12 violations under these sections and Defendants would be liable for civil penalties for violation of the
13 paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive,
14 or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and
15 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
16 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
17 to Labor Code section 2699(f)(2)(B)(ii).

18 28. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
19 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
20 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
21 or hold employment under Labor Code section 432, personnel records under Labor Code section
22 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
23 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
24 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
25 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
26 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
27 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
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1 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
4 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
5 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or
6 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
7 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
8 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit
10 card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the
11 patron indicated on the credit card slip, without any deductions, for any credit card payment
12 processing fees that may be charged to the employer by the credit card company by not later than the
13 regular payday following the date the patron authorized the credit card. In addition, Defendants failed
14 to keep accurate records of all gratuities received by Defendants and made those open to inspection
15 at all reasonable hours. Plaintiff is informed and believes that this has resulted in a violation of Labor
16 Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and
17 other Aggrieved Employees have personally suffered violations thereto and Employer would be liable
18 for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
19 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
20 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 30. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
24 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 245, *et seq.*,
25 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040,
26 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
27 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
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1 indemnify work-related expenses, failing to pay vested sick time at the proper rate of pay, other such
2 provisions of California law, and reasonable attorneys' fees and costs.

3 31. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
4 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
5 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
6 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
7 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
8 of amounts owed.

9 **CLASS ACTION ALLEGATIONS**

10 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
11 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
12 former non-exempt employees of Defendants within the State of California at any time commencing
13 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
14 action is provided to the class (collectively referred to as "Class Members").

15 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
16 to amend or modify the class description with greater specificity, further divide the defined class into
17 subclasses, and to further specify or limit the issues for which certification is sought.

18 34. This action has been brought and may properly be maintained as a class action under
19 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
20 interest in the litigation and the proposed Class is easily ascertainable.

21 **A. Numerosity**

22 35. The potential Class Members as defined are so numerous that joinder of all the
23 members of the Class is impracticable. While the precise number of Class Members has not been
24 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
25 employed by Defendants within the State of California.

26 36. Accounting for employee turnover during the relevant periods necessarily increases
27 this number. Plaintiff alleges Defendants' employment records would provide information as to the
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1 number and location of all Class Members. Joinder of all members of the proposed Class is not
2 practicable.

3 **B. Commonality**

4 37. There are questions of law and fact common to Class Members. These common
5 questions include, but are not limited to:

- 6 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
7 worked at a proper overtime rate of pay?
- 8 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
9 all other time worked at the employee's regular rate of pay
- 10 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
11 Members to take compliant meal periods?
- 12 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
13 with additional wages for missed or interrupted meal periods?
- 14 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
15 Members to take compliant rest periods?
- 16 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed or interrupted rest periods?
- 18 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
19 Members upon termination or resignation all wages earned?
- 20 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
21 section 203?
- 22 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
23 Class Members with accurate wage statements?
- 24 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
25 Code section 204?
- 26 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
27 losses incurred in direct consequence of the discharge of their duties or by obedience
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to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

M. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

N. Are Class Members entitled to costs and attorneys' fees?

O. Are Class Members entitled to interest?

C. Typicality

38. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

39. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

40. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code, as set out herein.

41. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude

1 its maintenance as a class action.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 1. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants
4 during the PAGA Period and suffered the Labor Code violations set forth herein, even if not
5 in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
6 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff
7 and all other Aggrieved Employees of Defendants during the PAGA Period.

8 2. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
9 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
10 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
11 PAGA allegations described herein is not required.

12 3. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
13 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
14 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
15 PAGA Period.

16 4. Pursuant to Labor Code section 2699.3, on or around March 6, 2026, Plaintiff provided
17 written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online
18 and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

19 5. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
21 calendar days of the PAGA Notice.

22 6. To the extent Defendants, or either of them, previously used the notice and cure
23 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
24 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
25 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
26 conference process pursuant to section 2699.3(f).

27 7. In the event that Defendants, or either of them, is/are determined to have satisfied
28 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have

1 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
2 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

3 8. In the event that Defendants, or either of them, is/are determined to have, prior to this
4 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
5 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
6 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
7 2699(g)(1)-(3).

8 9. In the event that Defendants, or either of them is/are deemed to have adequately taken
9 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
10 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
11 Code section 2699(h)(1)-(3).

12 10. In the event, the LWDA and/or a court issued a finding or determination to the
13 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
14 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
15 any of them, would be subject to heightened penalties pursuant to Labor Code sections
16 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
17 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
18 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
19 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
20 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,
21 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
22 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

23 **FIRST CAUSE OF ACTION**

24 **(Failure to Pay Overtime Wages – Against All Defendants)**

25 11. Plaintiff realleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 12. At all relevant times, Plaintiff and Class Members were employees or former
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1 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
2 Wage Orders.

3 13. At all times relevant to this complaint, Labor Code section 510 was in effect and
4 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
5 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
6 the rate of no less than one and one-half times the regular rate of pay for an employee.”

7 14. At all times relevant to this complaint, Labor Code section 510 further provided that
8 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
9 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
10 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

11 15. Four (4) years prior to the filing of the complaint in this action through the present,
12 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
13 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
14 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
15 including but not limited to, Defendants requiring Plaintiff and Class Members to work off the clock
16 by requiring Plaintiff and Class members to communicate with management after hours regarding last
17 minute shift coverage, and requiring Plaintiff and Class Members to clock out for meal periods and
18 continue working. Defendants would also schedule shifts for Plaintiff and Class members and then
19 send them home when they worked less than half a scheduled shift without paying them reporting
20 time pay. Defendant also never paid Plaintiff her final wages. Additionally, Defendant did not
21 properly adjust Plaintiff’s regular rate to include a bonus. And failed to record and include a meal
22 allowance into the regular rate of pay.

23 16. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
24 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
25 properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion,
26 willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable
27 IWC Wage Orders, and California law.

28

17. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

18. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

19. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

20. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

21. For four (4) years prior to the filing of the complaint in this action through the present, Defendants failed to include all forms of remuneration including non-discretionary bonuses, meal allowances, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked, to the detriment of Plaintiff and Class Members.

22. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

23. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Pay Gratuities – Against All Defendants)**

3 24. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 25. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

7 26. Pursuant to Labor Code section 351, employers are prohibited from taking, receiving,
8 or withholding any part of a gratuity left for an employee. It further requires that gratuities be the sole
9 property of the employee(s) for whom they are left.

10 27. For four (4) years prior to the filing of the complaint in this action through the present,
11 Defendants have or had collected, taken, or received gratuities (or a part thereof) that is paid, given
12 to, or left for Plaintiff and/or Class Members by a patron, or deducted amounts from wages due to
13 Plaintiff and/or Class Members on account of a gratuity, or required Plaintiff and/or Class Members
14 to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to Plaintiff
15 and/or Class Members from the Defendants. In addition, Plaintiff is informed and believes, and based
16 thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card but
17 failed to pay Plaintiff and/or Class Members the full amount of the gratuity that the patron indicated
18 on the credit card slip, without any deductions, for any credit card payment processing fees that may
19 be charged to the Defendants by the credit card company by not later than the regular payday following
20 the date the patron authorized the credit card.

21 28. By their failure to provide Plaintiff and Class Members all gratuities as contemplated
22 by Labor Code section 351, among other California authorities, as alleged above, Defendants willfully
23 violated the provisions of Labor Code section 351 and applicable Wage Orders.

24 29. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
25 suffered damages in an amount, subject to proof.

26 30. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 gratuities, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and
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costs, under Labor Code section 351, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Conversion – Against All Defendants)

31. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

32. The tips left by customers for Plaintiff and Class Members are their personal property.

33. Defendants intentionally and unauthorizedly assumed control over, and withheld, these tips, converting them for their own use or the use of improper parties (e.g., management).

34. Plaintiff and Class Members demanded the return of these tips, but Defendants refused.

35. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof.

36. Plaintiff and Class Members are entitled to recover the full amount of their unpaid gratuities, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

37. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

38. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

39. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

40. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

41. For four (4) years prior to the filing of the complaint in this action through the present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

42. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

43. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

44. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

SIXTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

45. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

46. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

47. California law and applicable Wage Orders require that employers “authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
2 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
4 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
5 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
6 minutes of paid rest period.

7 48. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
8 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
9 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
10 regular rate of compensation for each work day that the rest period is not provided.

11 49. For four (4) years prior to the filing of the complaint in this action through the present,
12 Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute,
13 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover,
14 Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular rate of
15 compensation on the occasions that Class Members were not authorized or permitted to take compliant
16 rest periods.

17 50. By their failure to authorize and permit Plaintiff and Class Members to take rest periods
18 contemplated by California law, and one (1) additional hour of pay at the employee’s regular rate of
19 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
20 provisions of Labor Code section 226.7 and applicable Wage Orders.

21 51. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
23 for rest periods that they were not authorized or permitted to take.

24 52. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
25 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
26 and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7, Code of
27 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 53. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 54. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 55. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
11 immediately upon termination. Class Members who resigned were entitled to payment of all wages
12 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
13 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
14 time of resignation.

15 56. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
16 before the filing of the complaint in this action through the present, Defendants, due to the failure to
17 provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned
18 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

19 57. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
20 Members all wages earned prior to termination or resignation in accordance with Labor Code sections
21 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class
22 Members at the time of termination in accordance with Labor Code sections 201 and 202, but
23 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
24 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

25 58. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
26 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
27 resignation, until paid, up to a maximum of thirty (30) days.
28

59. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

60. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

61. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

62. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

63. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

64. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the complaint in this action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

65. Defendants' failure to provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but willfully provided wage statements that

1 Defendants knew were not accurate.

2 66. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered injury. The absence of accurate information on Class Members' wage statements has delayed
4 timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical
5 computations to determine the amount of wages owed; causes difficulty and expense in attempting to
6 reconstruct time and pay records; and led to submission of inaccurate information about wages and
7 amounts deducted from wages to state and federal governmental agencies, among other things.

8 67. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
9 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
10 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
11 period, not to exceed an aggregate \$4,000.00 per employee.

12 68. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
13 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
14 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
15 and costs of suit.

16 **NINTH CAUSE OF ACTION**

17 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

18 69. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
19 incorporate each by reference as though fully set forth hereat.

20 70. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

22 71. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
24 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
25 any calendar month, shall be paid for between the 1st and 10th day of the following month."

26 72. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely
27 independent and apart from, any other penalty provided in this article, every person who fails to pay
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1 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
2 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
3 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
4 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
5 percent of the amount unlawfully withheld.”

6 73. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
7 before the filing of the complaint in this action through the present, Defendants employed policies and
8 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
9 section 204.

10 74. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
11 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
12 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
13 subsequent violation in connection with each payment that was made in violation of Labor Code
14 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

15 75. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
16 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
17 interest, and their costs of suit, as well.

18 **TENTH CAUSE OF ACTION**

19 **(Failure to Indemnify – Against All Defendants)**

20 76. Plaintiff realleges and incorporates by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 77. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

24 78. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
25 his or her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties . . .”

27 79. For three (3) years prior to the filing of the complaint in this action through the present,
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1 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct
2 consequence of the discharge of their duties or at the obedience to the directions of Defendants that
3 included, without limitation: requiring Plaintiff and Class Members to use a mobile timekeeping app
4 on their personal cell phones to track their time as well as respond to texts and telephone calls about
5 scheduling via their personal cell phones.

6 80. During that time period, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members
8 for those losses and/or expenditures.

9 81. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
11 described losses and/or expenditures.

12 82. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
14 for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

15 **ELEVENTH CAUSE OF ACTION**

16 **(Failure to Produce Requested Records – Against All Defendants)**

17 83. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
18 preceding paragraphs of this complaint as though fully set forth hereon.

19 84. Pursuant to California Labor Code § 226(b), current and former employees have the
20 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
21 request to their employer. Under this statute, an employer that receives a request to inspect or receive
22 a copy of records pertaining to a current or former employee must comply with the request as soon as
23 practicable, but no later than twenty-one calendar days from the date of the request.

24 85. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or
25 his or her representative, has the right to inspect and receive a copy of the personnel records that the
26 employer maintains relating to the employee's performance or to any grievance concerning the
27 employee. Under this statute, upon written request from a current or former employee or his or her
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1 representative, an employer must make the contents of those personnel records available for inspection
2 or provide a copy of the personnel records to the current or former employee, or his or her
3 representative, not later than thirty calendar days from the date the employer receives the written
4 request, subject to some limited exceptions.

5 86. Plaintiff sent written requests through Plaintiff's counsel on January 26, 2026, to
6 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has
7 not received all of the requested records as of the date of this complaint.

8 87. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years
9 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and
10 1198.5 by failing to produce employment and personnel records upon request.

11 88. On information and belief, Defendants' failure to provide Plaintiff with all of the
12 requested employment records is not an isolated incident but was instead consistent with Defendants'
13 policy and practice that applied to Plaintiff and Class Members.

14 89. Pursuant to California Labor Code § 226(f) and 1198.5(k), Plaintiff and Class
15 Members are entitled to a penalties of seven hundred fifty dollars (\$750) from Defendants and
16 attorneys' fees and cost.

17 **TWELVTH CAUSE OF ACTION**

18 **(Unfair Competition – Against All Defendants)**

19 90. Plaintiff realleges and incorporates by reference all of the allegations contained in the
20 preceding paragraphs as though fully set forth hereat.

21 91. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
22 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
23 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
24 Code, Defendants have gained a competitive advantage over other comparable companies doing
25 business in the State of California that comply with their obligations to compensate employees in
26 accordance with the Labor Code.

27 92. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
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1 Members have suffered injury in fact and lost money or property.

2 93. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
3 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
4 advantage against other California employers. Pursuant to Business and Professions Code sections
5 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
6 prohibits Defendants from further violating the Labor Code and requiring the establishment of
7 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
8 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
9 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
10 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
11 945, 954; *accord* at 957.)

12 94. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all
13 wages and other monies owed to them under the Labor Code, including interest thereon, in which
14 Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay
15 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff
16 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their
17 failure to comply with the Labor Code.

18 95. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
19 section 1032 and interest under Civil Code section 3287.

20 **THIRTEENTH CAUSE OF ACTION**

21 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

22 96. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
23 preceding paragraphs as though fully set forth hereat.

24 **Civil Penalties Under Labor Code § 210**

25 97. At all relevant times herein, Labor Code section 204, requires and required that:
26 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
27 between the 16th and 26th day of the month during which the labor was performed, and labor performed
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1 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
2 and 10th day of the following month.”

3 98. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
6 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
7 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 99. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
12 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
13 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
14 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
15 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
16 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
17 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
18 connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

20 100. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
22 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
23 violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

25 101. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
26 this section are in addition to any other penalty provided by law.”

27 102. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
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1 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
2 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
3 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
4 each employer with whom they have been placed to work; all applicable hourly rates in effect during
5 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
6 the employer and/or the name and address of the legal entity securing the employer's services if the
7 employer is a farm labor contractor; and other such information as required by Labor Code section
8 226, subdivision (a).

9 103. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
11 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
12 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
13 for each subsequent violation.

14 Violation of Labor Code § 558

15 104. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
16 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
17 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty
18 as follows:

- 19 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
20 pay period for which the employee was underpaid in addition to an amount sufficient
21 to recover underpaid wages;
- 22 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an
24 amount sufficient to recover underpaid wages;
- 25 3) Wages recovered pursuant to this section shall be paid to the affected employee."

26 105. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
27 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
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1 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
2 203, 226, 226.7, 1194 and 2802.

3 106. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
5 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
6 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
7 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

8 Violation of Labor Code § 1174.5

9 107. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
10 every person employing labor in California to "[a]llow any member of the commission or the
11 employees of the Division of Labor Standards Enforcement free access to the place of business or
12 employment of the person to secure any information or make any investigation that they are authorized
13 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
14 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
15 person."

16 108. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to "[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors."

19 109. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
20 every person employing labor in California to "[k]eep, at a central location in the state or at the plants
21 or establishments at which employees are employed, payroll records showing the hours worked daily
22 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
23 to, employees employed at the respective plants or establishments. These records shall be kept in
24 accordance with rules established for this purpose by the commission, but in any case, shall be kept
25 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
26 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

27 110. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
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1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
2 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
3 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
4 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 111. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 willfully failed to keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.

10 112. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

14 Violation of Labor Code § 1197.1

15 113. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
16 person acting either individually or as an officer, agent, or employee of another person, who pays or
17 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
18 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
19 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
20 follows:

- 21 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
22 each underpaid employee for each pay period for which the employee is underpaid.
23 This amount shall be in addition to an amount sufficient to recover underpaid wages,
24 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
25 pursuant to Section 203.
26 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
27 (\$250) for each underpaid employee for each pay period for which the employee is
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1 underpaid regardless of whether the initial violation is intentionally committed. This
2 amount shall be in addition to an amount sufficient to recover underpaid wages,
3 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
4 pursuant to Section 203.

5 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
6 203, recovered pursuant to this section shall be paid to the affected employee.”

7 114. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
8 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
9 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
10 Employees at the proper rates of pay, as described above.

11 115. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
13 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
14 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
15 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
16 violation.

17 Civil Penalties Under Labor Code § 2699

18 116. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
19 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
20 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
21 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of himself or herself and other current or former
23 employees pursuant to the procedures specified in Labor Code section 2699.3.

24 117. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
25 of them, violated the Labor Code sections described in the preceding paragraphs.

26 118. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
27 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
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1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
2 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

3 119. Moreover, Plaintiff and other Aggrieved Employees within the State of California
4 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
5 connection with their herein-described claims for civil penalties.

6 **DEMAND FOR JURY TRIAL**

7 120. Plaintiff demands a trial by jury on all causes of action contained herein.

8 **PRAYER**

9 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
10 against Defendants as follows:

- 11 A. An order certifying this case as a Class Action;
12 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's
13 counsel as Class counsel;
14 C. Damages for all wages earned and owed, including minimum and overtime wages
15 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
16 D. Damages for unpaid gratuities under Labor Code section 351;
17 E. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
18 F. Damages for unpaid premium wages from missed meal and rest periods under,
19 among other Labor Code sections, 512, 558.1 and 226.7;
20 G. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
21 (e) and 558.1;
22 H. Waiting time penalties under Labor Code sections 203 and 558.1;
23 I. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
24 J. Penalties to timely pay wages under Labor Code section 210;
25 K. Damages under Labor Code sections 2802 and 558.1;
26 L. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
27 *seq.* imposed for the benefit of the public prohibiting Defendants from further
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1 violating the California Labor Code and requiring the establishment of appropriate
2 and effective means to prevent future violations, thus permitting proper competition
3 by other California employers;

4 M. Restitution of wages and benefits due which were acquired by means of any unfair
5 business practice, according to proof;

6 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

7 O. For attorneys' fees in prosecuting this action;

8 P. For costs of suit incurred herein; and

9 Q. For such other and further relief as the Court deems just and proper.

10
11 Dated: May 29, 2026

BIBIYAN LAW GROUP, P.C.

12
13 BY: Calyn Hadlock
14 Calyn J. Hadlock

15 Attorneys for Plaintiff JANELLY BERMUDEZ
16 LARA and on behalf of all others similarly
17 situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On **June 1, 2026**, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT**, to be served by electronic transmission to the below referenced electronic e-mail address as follows:

AVATAR FOODS INTERNATIONAL, INC.
AGENT FOR SERVICE OF PROCESS
ERIN HAGGERTY
1325 J ST STE 1550,
SACRAMENTO, CA 95814

☒ **BY U.S. MAIL:**

I caused each of the documents described above to be served in an envelope, with first-class postage thereon fully prepaid, and to be deposited in a recognized place of deposit of the U.S. Mail for collection and mailing to the office/residence of the addressee(s) on the date shown below following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 1, 2026, at Los Angeles, California.

/s/ Dariane Rose

Dariane Rose