

1 Tara Zabehi (SBN 314706)
 tara@calljustice.com
 2 Connie Lee (SBN 357364)
 connie@calljustice.com
 3 **LAWYERS for JUSTICE, PC**
 4 450 North Brand Blvd., Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020
 5 Fax: (818) 265-1021

6 *Attorneys for Plaintiffs*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 8 **FOR THE COUNTY OF LOS ANGELES**

9 STEVEN MORROW, BRIAN FEGAN,
 individually, and on behalf of other members
 10 of the general public similarly situated, and
 on behalf of other aggrieved employees
 11 pursuant to the California Private Attorneys
 General Act; HAILEY PEREZ, individually,
 12 and on behalf of other aggrieved employees
 pursuant to the California Private Attorneys
 13 General Act;

14 Plaintiffs,

15 vs.

16 LALA LAND KIND CAFE OPERATIONS,
 LLC, an unknown business entity;
 17 LALALAND CA 763 AMERICANA WAY
 LLC, a California limited liability company;
 18 LALALAND CAFE 5626 LLC, an unknown
 business entity; LALALAND CA 1426
 19 MONTANA LLC, a California limited
 liability company; LALALAND CA 13025
 20 VENTURA BOULEVARD, LLC, a
 California limited liability company;
 21 LALALAND CA 756 SPECTRUM
 CENTER DRIVE, LLC, a California limited
 22 liability company; LALALAND CA 560
 HUNTLEY DR, LLC, a California limited
 23 liability company; LALALAND CA 189
 THE GROVE LLC, a California limited
 24 liability company; LALALAND CA 16650
 VENTURA BOULEVARD, LLC, a
 25 California limited liability company;
 LALALAND CA 341 N. CANON DR, LLC,
 26 a California limited liability company;
 LALALAND CA 3418 VIA LIDO, LLC, a
 27 California limited liability company;
 LALALAND CA 4201 WEST ALAMEDA
 28 AVENUE, LLC, a California limited liability
 company; LALALAND CA 424 E 17TH
 STREET, LLC, a California limited liability

FILED

Superior Court of California
 County of Los Angeles

07/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No.: 26STCV14640

Honorable William F. Highberger
 Department 10

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES &
 ENFORCEMENT UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE
 § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code § 17200, et seq.

company; LALALAND CA 4799
COMMONS WAY LLC, a California limited
liability company; LALALAND CA 8361 3D
ST LLC, a California limited liability
company; LALALAND CA SAN VICENTE
AND BARRINGTON, LLC, a California
limited liability company; LA LA LAND
CORPORATION, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

(11) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs STEVEN MORROW (“Plaintiff MORROW”), and BRIAN
FEGAN (“Plaintiff FEGAN”), individually, and on behalf of other members of the general
public similarly situated and on behalf of other aggrieved employees pursuant to the California
Private Attorney General Act, and Plaintiff HAILEY PEREZ (“Plaintiff PEREZ”)
(collectively, “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act; allege as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the California Code
of Civil Procedure section 382 and pursuant to the California Labor Code section 2698, et seq.
The monetary damages, restitution, and civil penalties sought by Plaintiffs exceeds the
minimal jurisdiction limits of the Superior Court and will be established according to proof at
trial. The “amount in controversy” for each named Plaintiff, including but not limited to
claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata
share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendants because, upon information and
belief, Defendants are citizens of California, have sufficient minimum contacts in California,
or otherwise intentionally avail themselves of the California market so as to render the exercise

1 of jurisdiction over them by California courts consistent with traditional notions of fair play
2 and substantial justice.

3 4. Venue is proper in this Court because, upon information and belief, Defendants
4 maintain offices, have agents, employs individuals, and/or transact business in the State of
5 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
6 Plaintiffs and the other class members took place in the State of California, including the County
7 of Los Angeles.

8 **PARTIES**

9 5. Plaintiff STEVEN MORROW is an individual residing in the State of
10 California, County of Los Angeles.

11 6. Plaintiff BRIAN FEGAN is an individual residing in the State of California,
12 County of Los Angeles.

13 7. Plaintiff HAILEY PEREZ is an individual residing in the State of California,
14 County of Los Angeles.

15 8. Defendant LALA LAND KIND CAFE OPERATIONS, LLC, at all times herein
16 mentioned, was and is, upon information and belief, an employer whose employees are
17 engaged throughout the State of California, including the County of Los Angeles.

18 9. Defendant LALALAND CA 763 AMERICANA WAY LLC, at all times herein
19 mentioned, was and is, upon information and belief, a California limited liability company and
20 an employer whose employees are engaged throughout the State of California, including the
21 County of Los Angeles.

22 10. Defendant LALALAND CAFE 5626 LLC, at all times herein mentioned, was
23 and is, upon information and belief, an employer whose employees are engaged throughout the
24 State of California, including the County of Los Angeles.

25 11. Defendant LALALAND CA 1426 MONTANA LLC, at all times herein
26 mentioned, was and is, upon information and belief, a California limited liability company and
27 an employer whose employees are engaged throughout the State of California, including the
28 County of Los Angeles.

1 12. Defendant LALALAND CA 13025 VENTURA BOULEVARD, LLC, at all
2 times herein mentioned, was and is, upon information and belief, a California limited liability
3 company and an employer whose employees are engaged throughout the State of California,
4 including the County of Los Angeles.

5 13. Defendant LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, at all
6 times herein mentioned, was and is, upon information and belief, a California limited liability
7 company and an employer whose employees are engaged throughout the State of California,
8 including the County of Los Angeles.

9 14. Defendant LALALAND CA 560 HUNTLEY DR, LLC, at all times herein
10 mentioned, was and is, upon information and belief, a California limited liability company and
11 an employer whose employees are engaged throughout the State of California, including the
12 County of Los Angeles.

13 15. Defendant LALALAND CA 189 THE GROVE LLC, at all times herein
14 mentioned, was and is, upon information and belief, a California limited liability company and
15 an employer whose employees are engaged throughout the State of California, including the
16 County of Los Angeles.

17 16. Defendant LALALAND CA 16650 VENTURA BOULEVARD, LLC, at all
18 times herein mentioned, was and is, upon information and belief, a California limited liability
19 company and an employer whose employees are engaged throughout the State of California,
20 including the County of Los Angeles.

21 17. Defendant LALALAND CA 341 N. CANON DR, LLC, at all times herein
22 mentioned, was and is, upon information and belief, a California limited liability company and
23 an employer whose employees are engaged throughout the State of California, including the
24 County of Los Angeles.

25 18. Defendant LALALAND CA 3418 VIA LIDO, LLC, at all times herein
26 mentioned, was and is, upon information and belief, a California limited liability company and
27 an employer whose employees are engaged throughout the State of California, including the
28 County of Los Angeles.

1 19. Defendant LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC, at all
2 times herein mentioned, was and is, upon information and belief, a California limited liability
3 company and an employer whose employees are engaged throughout the State of California,
4 including the County of Los Angeles.

5 20. Defendant LALALAND CA 424 E 17TH STREET, LLC, at all times herein
6 mentioned, was and is, upon information and belief, a California limited liability company and
7 an employer whose employees are engaged throughout the State of California, including the
8 County of Los Angeles.

9 21. Defendant LALALAND CA 4799 COMMONS WAY LLC, at all times herein
10 mentioned, was and is, upon information and belief, a California limited liability company and
11 an employer whose employees are engaged throughout the State of California, including the
12 County of Los Angeles.

13 22. Defendant LALALAND CA 8361 3D ST LLC, at all times herein mentioned,
14 was and is, upon information and belief, a California limited liability company and an
15 employer whose employees are engaged throughout the State of California, including the
16 County of Los Angeles.

17 23. Defendant LALALAND CA SAN VICENTE AND BARRINGTON, LLC, at all
18 times herein mentioned, was and is, upon information and belief, a California limited liability
19 company and an employer whose employees are engaged throughout the State of California,
20 including the County of Los Angeles.

21 24. Defendant LA LA LAND CORPORATION, at all times herein mentioned, was
22 and is, upon information and belief, an employer whose employees are engaged throughout the
23 State of California, including the County of Los Angeles.

24 25. At all relevant times, Defendants LALA LAND KIND CAFE OPERATIONS,
25 LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC,
26 LALALAND CA 1426 MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD,
27 LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
28 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650

1 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC, LALALAND
2 CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC,
3 LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799 COMMONS WAY LLC,
4 LALALAND CA 8361 3D ST LLC, LALALAND CA SAN VICENTE AND BARRINGTON,
5 LLC, and LA LA LAND CORPORATION were the “employer” of Plaintiffs within the
6 meaning of all applicable California laws and statutes.

7 26. At all times herein relevant, Defendants LALA LAND KIND CAFE
8 OPERATIONS, LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE
9 5626 LLC, LALALAND CA 1426 MONTANA LLC, LALALAND CA 13025 VENTURA
10 BOULEVARD, LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC,
11 LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC,
12 LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON
13 DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
14 AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
15 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
16 VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION, and DOES 1 through
17 100, and each of them, were the agents, partners, joint venturers, joint employers,
18 representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns
19 each of the other, and at all times relevant hereto, were acting within the course and scope of
20 their authority as such agents, partners, joint venturers, joint employers, representatives,
21 servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions
22 alleged herein were duly committed with the ratification, knowledge, permission,
23 encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

24 27. The true names and capacities, whether corporate, associate, individual, or
25 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
26 said defendants by such fictitious names. Plaintiffs are informed and believe, and based
27 thereon, allege that each of the defendants designated as a DOE is legally responsible for the
28 events and happenings referred to in this Complaint and unlawfully caused the injuries and

1 damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will
2 seek leave of court to amend this Complaint to show the true names and capacities when the
3 same have been ascertained.

4 28. Defendants LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA
5 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
6 MONTANA LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND
7 CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA
8 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
9 LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
10 AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
11 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
12 VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION, and DOES 1 through
13 100 will hereinafter collectively be referred to as "Defendants."

14 29. Plaintiffs further allege that Defendants directly or indirectly controlled or
15 affected the working conditions, wages, working hours, and conditions of employment of
16 Plaintiffs and the other class members and aggrieved employees so as to make each of said
17 Defendants employers liable under the statutory provisions set forth herein.

18 **CLASS ACTION ALLEGATIONS**

19 30. Plaintiffs MORROW and FEGAN bring this action on their own behalf and on
20 behalf of all other members of the general public similarly situated and, thus, seeks class
21 certification under California Code of Civil Procedure section 382.

22 31. The proposed class is defined as follows:

23 All current and former hourly-paid or non-exempt employees who worked for
24 any of the Defendants within the State of California at any time during the
25 period from May 6, 2022 to final judgment.

26 32. Plaintiffs MORROW and FEGAN reserve the right to establish subclasses as
27 appropriate.

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33. The class is ascertainable, and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs MORROW and FEGAN at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiffs MORROW and FEGAN's claims are typical of all other class members' as demonstrated herein. Plaintiffs MORROW and FEGAN will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs MORROW and FEGAN will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs MORROW and FEGAN have no interest that is antagonistic to the other class members. Plaintiffs MORROW and FEGAN's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs MORROW and FEGAN have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

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

34. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs MORROW and FEGAN and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs MORROW and FEGAN and the other class members;
- d. Whether Defendants deprived Plaintiffs MORROW and FEGAN and the other class members of meal and/or rest periods or required Plaintiffs MORROW and FEGAN and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs MORROW and FEGAN and the other class members for all hours worked;

- 1 f. Whether Defendants failed to pay all wages due to Plaintiffs MORROW
2 and FEGAN and the other class members within the required time upon
3 their discharge or resignation;
- 4 g. Whether Defendants failed to timely pay all wages due to Plaintiffs
5 MORROW and FEGAN and the other class members during their
6 employment;
- 7 h. Whether Defendants complied with wage reporting as required by the
8 California Labor Code, including, *inter alia*, section 226;
- 9 i. Whether Defendants kept complete and accurate payroll records as
10 required by the California Labor Code, including, *inter alia*, section
11 1174(d);
- 12 j. Whether Defendants failed to reimburse Plaintiffs MORROW and
13 FEGAN and the other class members for necessary business-related
14 expenses and costs;
- 15 k. Whether Defendants' conduct was willful or reckless;
- 16 l. Whether Defendants engaged in unfair business practices in violation of
17 California Business & Professions Code section 17200, et seq.;
- 18 m. The appropriate amount of damages, restitution, and/or monetary
19 penalties resulting from Defendants' violation of California law; and
- 20 n. Whether Plaintiffs MORROW and FEGAN and the other class members
21 are entitled to compensatory damages pursuant to the California Labor
22 Code.

23 **PAGA ALLEGATIONS**

24 35. At all times herein set forth, California Private Attorneys General Act
25 ("PAGA") was applicable to Plaintiffs' employment by Defendants.

26 36. At all times herein set forth, PAGA provides that any provision of law under the
27 California Labor Code that provides for a civil penalty to be assessed and collected by the
28 Labor and Workforce Development Agency ("LWDA") for violations of the California Labor

Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

37. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom the alleged violations were committed.

38. Plaintiffs were employed by Defendants, and the alleged violations were committed against him during his time of employment, and he is, therefore, an aggrieved employee. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and the alleged violations were committed against them.

39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter, “Employee's Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the alleged California Labor Code violations, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties, in addition to any other penalties to which the employee may be entitled.

40. On May 6, 2026, Plaintiff MORROW provided written notice by online submission to the LWDA and by certified mail to Defendants LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426 MONTANA LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN VICENTE AND BARRINGTON, LLC, and LA LA LAND CORPORATION of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff MORROW did not receive an LWDA Notice within sixty-five (65) days of the date of Plaintiff MORROW's notice. Plaintiff MORROW has not received any notice of Defendants' intention to cure the alleged violations.

41. On May 6, 2026, Plaintiff FEGAN provided written notice by online submission to the LWDA and by certified mail to Defendants LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426 MONTANA LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN VICENTE AND BARRINGTON, LLC, and LA LA LAND CORPORATION of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff FEGAN did not receive an LWDA Notice
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1 within sixty-five (65) days of the date of Plaintiff FEGAN's notice. Plaintiff FEGAN has not
2 received any notice of Defendants' intention to cure the alleged violations.

3 42. On May 20, 2026, Plaintiff PEREZ provided written notice by online submission
4 to the LWDA and by certified mail to Defendants LALA LAND KIND CAFE OPERATIONS,
5 LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC,
6 LALALAND CA 1426 MONTANA LLC, LALALAND CA 756 SPECTRUM CENTER
7 DRIVE, LLC, LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE
8 LLC, LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N.
9 CANON DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST
10 ALAMEDA AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA
11 4799 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
12 VICENTE AND BARRINGTON, LLC, and LA LA LAND CORPORATION of the specific
13 provisions of the California Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violations. Plaintiff PEREZ did not receive an LWDA Notice
15 within sixty-five (65) days of the date of Plaintiff PEREZ's notice. Plaintiff PEREZ has not
16 received any notice of Defendants' intention to cure the alleged violations.

17 43. Therefore, Plaintiffs have satisfied the administrative prerequisites under
18 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
19 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558,
20 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

21 **GENERAL ALLEGATIONS**

22 44. At all relevant times set forth herein, Defendants employed Plaintiffs and the
23 other class members and aggrieved employees as hourly-paid or non-exempt employees within
24 the State of California, including the County of Los Angeles.

25 45. Defendants, jointly and severally, employed STEVEN MORROW as an hourly-
26 paid, non-exempt employee from approximately May 2025 to approximately August 2025 in
27 the State of California, County of Los Angeles.

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1 46. Defendants, jointly and severally, employed BRIAN FEGAN as an hourly-paid,
2 non-exempt employee, from approximately June 2025 to approximately December 2025, in the
3 State of California, County of Los Angeles.

4 47. Defendants, jointly and severally, employed HAILEY PEREZ as an hourly-
5 paid, non-exempt employee, from approximately May 2025 to approximately November 2025,
6 in the State of California, County of Los Angeles.

7 48. Defendants hired Plaintiffs, the other class members, and the other aggrieved
8 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
9 them for all hours worked and missed meal periods and/or rest breaks.

10 49. Defendants had the authority to hire and terminate Plaintiffs, the other class
11 members, and the other aggrieved employees to set work rules and conditions governing
12 Plaintiffs' and the other class members and aggrieved employees' employment, and to
13 supervise their daily employment activities.

14 50. Defendants exercised sufficient authority over the terms and conditions of
15 Plaintiffs' and the other class members and aggrieved employees' employment for them to be
16 joint employers of Plaintiffs and the other class members and aggrieved employees.

17 51. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
18 class members and aggrieved employees.

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

21 53. Plaintiffs, the other class members, and aggrieved employees worked over eight
22 (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

23 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
25 employees within the State of California. This pattern and practice involved, *inter alia*, failing
26 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
27 breaks in violation of California law.

28 ///

1 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
3 employees were entitled to receive certain wages for overtime compensation and that they were
4 not receiving accurate overtime compensation for all overtime hours worked.

5 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed to provide Plaintiffs, the other class members, and the other aggrieved employees all
7 required rest and meal periods during the relevant time period as required under the Industrial
8 Welfare Commission (“IWC”) Wage Orders, and, thus, they are entitled to any and all
9 applicable penalties.

10 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs, the other class members and aggrieved employees
12 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs’
13 and the other class members and aggrieved employees’ regular rate of pay when a meal period
14 was missed, and they did not receive all meal periods or payment of one additional hour of pay
15 at Plaintiffs’ and the other class members and aggrieved employees’ regular rate of pay when a
16 meal period was missed.

17 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 all rest periods or payment of one additional hour of pay at Plaintiffs’ and the other class
20 members and aggrieved employees’ regular rate of pay when a rest period was missed, and they
21 did not receive all rest periods or payment of one additional hour of pay at Plaintiffs’ and the
22 other class members and aggrieved employees’ regular rate of pay when a rest period was
23 missed.

24 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
26 employees were entitled to receive at least minimum wages for compensation and that they
27 were not receiving at least minimum wages for all hours worked.

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1 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
3 employees were entitled to receive all wages owed to them upon discharge or resignation,
4 including overtime and minimum wages and meal and rest period premiums, and they did not
5 receive all such wages owed to them at the time of their discharge or resignation.

6 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
8 employees were entitled to receive all wages owed to them during their employment.
9 Plaintiffs, the other class members, and the other aggrieved employees did not receive payment
10 of all wages, including overtime and minimum wages and meal and rest period premiums,
11 within any time permissible under California Labor Code section 204.

12 62. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
14 employees were entitled to receive complete and accurate wage statements in accordance with
15 California law, but they did not receive complete and accurate wage statements from
16 Defendants. The deficiencies included, inter alia, the failure to include the total number of
17 hours worked by Plaintiffs, the other class members, and the other aggrieved employees.

18 63. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiffs, the other class members, and the other aggrieved employees in accordance with
21 California law, but they did not keep complete and accurate payroll records.

22 64. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
24 employees were entitled to reimbursement for necessary business-related expenses.

25 65. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that they had a duty to compensate Plaintiffs, the other class
27 members, and the other aggrieved employees pursuant to California law, and that Defendants
28 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally

1 failed to do so and falsely represented to Plaintiffs, the other class members, and the other
2 aggrieved employees that they were properly denied wages, all in order to increase Defendants'
3 profits.

4 66. During the relevant time period, Defendants failed to pay overtime wages to
5 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
6 class members were required to work more than eight (8) hours per day and/or forty (40) hours
7 per week without overtime compensation for all overtime hours worked.

8 67. During the relevant time period, Defendants failed to provide all requisite
9 uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other
10 aggrieved employees.

11 68. During the relevant time period, Defendants failed to pay Plaintiffs, the other
12 class members, and the other aggrieved employees at least minimum wages for all hours
13 worked.

14 69. During the relevant time period, Defendants failed to pay Plaintiffs, the other
15 class members, and the other aggrieved employees all wages owed to them upon discharge or
16 resignation.

17 70. During the relevant time period, Defendants failed to pay Plaintiffs, the other
18 class members, and the other aggrieved employees all wages within any time permissible under
19 California law, including, *inter alia*, California Labor Code section 204.

20 71. During the relevant time period, Defendants failed to provide complete or
21 accurate wage statements to Plaintiffs, the other class members, and the other aggrieved
22 employees.

23 72. During the relevant time period, Defendants failed to keep complete or accurate
24 payroll records for Plaintiffs, the other class members, and the other aggrieved employees.

25 73. During the relevant time period, Defendants failed to reimburse Plaintiffs, the
26 other class members, and the other aggrieved employees for all necessary business-related
27 expenses and costs.

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74. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

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

FIRST CAUSE OF ACTION

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

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

76. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in Paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

78. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs MORROW and FEGAN and the other class members who

1 worked more than eight (8) hours in a day or forty (40) hours in a workweek at the rate of one-
2 and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40)
3 hours in a workweek.

4 79. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiffs MORROW and FEGAN and the other class members overtime
6 compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess
7 of twelve (12) hours in a day.

8 80. California Labor Code section 510 codifies the right to overtime compensation
9 at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8)
10 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
11 seventh day of work, and to overtime compensation at twice the regular hourly rate for hours
12 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
13 seventh day of work.

14 81. During the relevant time period, Plaintiffs MORROW and FEGAN and the other
15 class members worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

16 82. During the relevant time period, Defendants intentionally and willfully failed to
17 pay overtime wages owed to Plaintiffs MORROW and FEGAN and the other class members.

18 83. Defendants' failure to pay Plaintiffs MORROW and FEGAN and the other class
19 members the unpaid balance of overtime compensation, as required by California laws,
20 violates the provisions of California Labor Code sections 510 and 1198.

21 84. Pursuant to California Labor Code section 1194, Plaintiffs MORROW and
22 FEGAN and the other class members are entitled to recover unpaid overtime compensation, as
23 well as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

85. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs MORROW and FEGAN's and the other class members' employment by Defendants.

87. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by the applicable IWC Wage Order.

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

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

90. During the relevant time period, Plaintiffs MORROW and FEGAN and the other class members, who were scheduled to work no longer than six (6) hours and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

91. During the relevant time period, Plaintiffs MORROW and FEGAN and the other class members, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

92. During the relevant time period, Defendants intentionally and willfully required Plaintiffs MORROW and FEGAN and the other class members to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

93. During the relevant time period, Defendants failed to pay Plaintiffs MORROW and FEGAN and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

94. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

95. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs MORROW and FEGAN and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

96. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs MORROW and FEGAN and the other class members' employment by Defendants.

98. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

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

1 100. During the relevant time period, Defendants required Plaintiffs MORROW and
2 FEGAN and other class members to work four (4) or more hours without authorizing or
3 permitting a ten (10) minute net rest period per each four (4) hour period worked.

4 101. During the relevant time period, Defendants willfully required Plaintiffs
5 MORROW and FEGAN and the other class members to work during rest periods and failed to
6 pay Plaintiffs MORROW and FEGAN and the other class members the full rest period
7 premium for work performed during rest periods.

8 102. During the relevant time period, Defendants failed to pay Plaintiffs MORROW
9 and FEGAN and the other class members the full rest period premium due pursuant to
10 California Labor Code section 226.7.

11 103. Defendants' conduct violates applicable IWC Wage Orders and California
12 Labor Code section 226.7.

13 104. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(c), Plaintiffs MORROW and FEGAN and the other class members are entitled to recover
15 from Defendants one additional hour of pay at the employees' regular hourly rate of
16 compensation for each work day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

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

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

105. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

107. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs MORROW and FEGAN and the other class members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

108. Defendants' failure to pay Plaintiffs MORROW and FEGAN and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs MORROW and FEGAN and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

109. Pursuant to California Labor Code section 1197.1, Plaintiffs MORROW and FEGAN and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages and \$250.00 for each subsequent failure to pay each employee minimum wages.

110. Pursuant to California Labor Code section 1194.2, Plaintiffs MORROW and FEGAN and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426 MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION, and DOES 1 through 100)

111. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

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

1 intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 113. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiffs MORROW and FEGAN and the other class members who are no longer
5 employed by Defendants their earned and unpaid wages within seventy-two (72) hours of their
6 leaving Defendants' employ.

7 114. Defendants' failure to pay Plaintiffs MORROW and FEGAN and the other class
8 members their earned and unpaid wages within seventy-two (72) hours of their leaving
9 Defendants' employ is in violation of California Labor Code sections 201 and 202.

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

14 116. Plaintiffs MORROW and FEGAN and the other class members are entitled to
15 recover from Defendants the statutory penalty wages for each day they were not paid, up to a
16 thirty (30) day maximum pursuant to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

117. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

118. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

119. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

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

121. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs MORROW and FEGAN and the other class members all wages due to them within any time period permissible under California Labor Code section 204.

122. Plaintiffs MORROW and FEGAN and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

123. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

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

125. Defendants have intentionally and willfully failed to provide Plaintiffs MORROW and FEGAN and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiffs MORROW and FEGAN and the other class members.

126. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs MORROW and FEGAN and the other class members have suffered injury and damage to their statutorily-protected rights.

127. More specifically, Plaintiffs MORROW and FEGAN and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

128. Plaintiffs MORROW and FEGAN and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

129. Plaintiffs MORROW and FEGAN and the other class members are also entitled to injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

130. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

132. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs MORROW and FEGAN and the other class members.

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133. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs MORROW and FEGAN and the other class members have suffered injury and damage to their statutorily-protected rights.

134. More specifically, Plaintiffs MORROW and FEGAN and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest in having available, accurate, and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

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

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

135. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 134, and each and every part thereof with the same force and effect as though fully set forth herein.

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

137. Plaintiffs MORROW and FEGAN and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

138. Defendants have intentionally and willfully failed to reimburse Plaintiffs MORROW and FEGAN and the other class members for all necessary business-related expenses and costs.

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

TENTH CAUSE OF ACTION

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

**(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763
AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426
MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC,
LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560
HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650
VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC,
LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA
AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799
COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN
VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION,
and DOES 1 through 100)**

140. Plaintiffs MORROW and FEGAN incorporate by reference the allegations contained in paragraphs 1 through 139, and each and every part thereof with the same force and effect as though fully set forth herein.

141. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff MORROW, Plaintiff FEGAN, other class members, to the

1 general public, and Defendants' competitors. Accordingly, Plaintiffs MORROW and FEGAN
2 seek to enforce important rights affecting the public interest within the meaning of Code of
3 Civil Procedure section 1021.5.

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

7 143. A violation of California Business & Professions Code section 17200, et seq.
8 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
9 policies and practices of requiring employees, including Plaintiffs MORROW and FEGAN and
10 the other class members, to work overtime without paying them proper compensation violate
11 California Labor Code sections 510 and 1198. Additionally, Defendants' policies and
12 practices of requiring employees, including Plaintiffs MORROW and FEGAN and the other
13 class members, to work through their meal and rest periods without paying them proper
14 compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies
15 and practices of failing to pay minimum wages violate California Labor Code sections 1194,
16 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages
17 to Plaintiffs MORROW and FEGAN and the other class members violate California Labor
18 Code sections 201, 202, and 204. Defendants also violated California Labor Code sections
19 226(a), 1174(d), 2800, and 2802.

20 144. As a result of the herein described violations of California law, Defendants
21 unlawfully gained an unfair advantage over other businesses.

22 145. Plaintiffs MORROW and FEGAN and the other class members have been
23 personally injured by Defendants' unlawful business acts and practices as alleged herein,
24 including but not necessarily limited to the loss of money and/or property.

25 146. Pursuant to California Business & Professions Code section 17200, et seq.,
26 Plaintiffs MORROW and FEGAN and the other class members are entitled to restitution of the
27 wages withheld and retained by Defendants during a period that commences May 6, 2022, an

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award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws, and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against LALA LAND KIND CAFE OPERATIONS, LLC, LALALAND CA 763 AMERICANA WAY LLC, LALALAND CAFE 5626 LLC, LALALAND CA 1426 MONTANA LLC, LALALAND CA 13025 VENTURA BOULEVARD, LLC, LALALAND CA 756 SPECTRUM CENTER DRIVE, LLC, LALALAND CA 560 HUNTLEY DR, LLC, LALALAND CA 189 THE GROVE LLC, LALALAND CA 16650 VENTURA BOULEVARD, LLC, LALALAND CA 341 N. CANON DR, LLC, LALALAND CA 3418 VIA LIDO, LLC, LALALAND CA 4201 WEST ALAMEDA AVENUE, LLC, LALALAND CA 424 E 17TH STREET, LLC, LALALAND CA 4799 COMMONS WAY LLC, LALALAND CA 8361 3D ST LLC, LALALAND CA SAN VICENTE AND BARRINGTON, LLC, LA LA LAND CORPORATION, and DOES 1 through 100)

147. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 146, and each and every part thereof with the same force and effect as though fully set forth herein.

148. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

149. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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150. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

Failure to Pay Overtime

151. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

152. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

153. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

154. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

155. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

156. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

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Failure to Provide Complete and Accurate Wage Statements

157. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

158. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

159. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

160. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them business expenses, unpaid and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period or two hundred dollars (\$200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

161. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

162. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs MORROW and FEGAN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and Plaintiff PEREZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs MORROW and FEGAN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and Plaintiff PEREZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs MORROW and FEGAN be appointed as the representatives of the Class;
3. That counsel for Plaintiffs MORROW and FEGAN be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs MORROW and FEGAN and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs MORROW and FEGAN and the other class members;
11. That the Court make an award to Plaintiffs MORROW and FEGAN and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs MORROW and FEGAN and the other class members;

18. That the Court make an award to Plaintiffs MORROW and FEGAN and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs MORROW and FEGAN and the other class members;

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

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25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs MORROW and FEGAN and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs MORROW and FEGAN and the other class members no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs MORROW and FEGAN and the other class members who have left Defendants' employ;

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

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs MORROW and FEGAN and the other class members;

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36. For all actual, consequential, and incidental losses and damages, according to proof;

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

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs MORROW and FEGAN and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs MORROW and FEGAN and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs MORROW and

FEGAN and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200, et seq. by failing to provide Plaintiffs MORROW and FEGAN and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs MORROW and FEGAN and the other class members, failing to pay at least minimum wages to Plaintiffs MORROW and FEGAN and the other class members, failing to timely pay Plaintiffs MORROW and FEGAN's and the other class members' wages, failing to provide Plaintiffs MORROW and FEGAN and other class members with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiffs MORROW and FEGAN and the other class members for necessary business-related expenses and costs.

54. For restitution of unpaid wages to Plaintiffs MORROW and FEGAN and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violating California Business and Professions Code section 17200, et seq.;

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

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1 57. For injunctive relief to ensure compliance with this section pursuant to
2 California Business and Professions Code section 17200, et seq.; and

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

4 **As to the Eleventh Cause of Action**

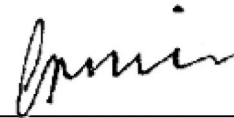
5 59. For civil penalties and wages pursuant to California Labor Code sections
6 2699(a), (f), (k), and 558, plus costs/expenses and attorneys' fees for violation of California
7 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
8 1197.1, 1198, 2800, and 2802;

9 60. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 Dated: July 24, 2026

LAWYERS for JUSTICE, PC

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13 By: _____



14 Connie Lee
15 *Attorney for Plaintiffs*
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