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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/04/2026 3:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

Attorneys for Plaintiff Amanda Dakai

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

AMANDA DAKAI, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

YHE LOGISTICS INC., a California
corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **26STCV28334**

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 227.3;**

**(4) VIOLATION OF LABOR CODE
SECTION 2802;**

**(5) VIOLATION OF LABOR CODE
SECTION 226;**

**(6) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(7) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(8) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Amanda Dakai (“Plaintiff”) hereby submits their Class Action and
2 Representative Action Complaint for Damages, Penalties, and Injunctive Relief against
3 Defendants YHE Logistics Inc. and DOES 1 through 50, inclusive (collectively,
4 “Defendants”), on behalf of themselves and the Class of other similarly situated current and
5 former employees of Defendants for meal period and rest break wages, minimum and overtime
6 wages, reimbursements, vested vacation wages, and penalties as follows:

7 **INTRODUCTION**

8 1. This class and representative action is brought pursuant to Labor Code sections
9 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act
10 of 2004 (“PAGA”)), 2802, the applicable Wage Order of the Industrial Welfare Commission
11 (“IWC”) (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and
12 Business and Professions Code section 17200 *et seq.* (Unfair Competition Law (“UCL”)).

13 2. This Complaint challenges Defendants’ systemic illegal employment practices
14 resulting in violations of the stated provisions of the Labor Code and Business and Professions
15 Code against the identified class of employees.

16 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
17 severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
19 all minimum and overtime wages; (3) failing to pay vested vacation wages; (4) failing to
20 provide accurate wage statements; (5) failing to pay all wages due and owing upon termination
21 of employment; (6) failing to reimburse necessary work-related expenses, and (7) engaging in
22 unfair or unlawful business practices.

23 **JURISDICTION AND VENUE**

24 4. This class action is brought pursuant to California Code of Civil Procedure
25 section 382. The representative action is brought pursuant to PAGA. The monetary damages
26 sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be
27 established according to proof at trial. The damages sought by Plaintiff individually are less
28 than \$75,000.00.

5. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all 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.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants as a non-exempt, hourly-paid employee within the statutory time period, and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant YHE Logistics Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and

injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

13. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2802, the applicable IWC Wage Order, and the UCL.

CLASS ACTION ALLEGATIONS

14. Definition: Plaintiff seeks class certification pursuant to California Code of Civil Procedure section 382 of a class of all current and former nonexempt employees who worked for Defendants in California during the period from September 4, 2022, to the present, including the following Subclasses:

(a) Meal Period Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of six (6) hours in California during the period from September 4, 2022, to the present;

As an alternative to Subclass (a): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of six (6) hours in California without receiving a 30-minute break during which they were relieved of all duties, during the period from September 4, 2022, to the present;

(b) Rest Break Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts of three and one-half (3.5) hours or more in California during the period from September 4, 2022, to the present;

1 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
2 Defendants who worked one or more shifts of three and one-half (3.5)
3 hours or more in California without receiving all required paid 10-
4 minute breaks during which they were relieved of all duties, during the
5 period September 4, 2022, to the present;

6 **(c) Overtime Subclass:** all hourly-paid, non-exempt employees of
7 Defendants who worked one or more shifts in excess of eight (8) hours
8 in a day or forty (40) hours in a workweek in California during the
9 period from September 4, 2022, to the present;

10 **As an alternative to Subclass (c):** all hourly-paid, non-exempt employees of
11 Defendants who worked one or more shifts in excess of eight (8) hours
12 in a day or forty (40) hours in a workweek in California and were not
13 properly paid all overtime wages during the period from September 4,
14 2022, to the present;

15 **(d) Minimum Wage Subclass** all hourly-paid, non-exempt employees of
16 Defendants who worked in California and were not properly paid all
17 minimum wages during the period from September 4, 2022, to the
18 present;

19 **(e) Wage Statement Subclass:** all hourly-paid, non-exempt employees of
20 Defendants who worked in California and received an itemized wage
21 statement during the period of September 4, 2023, to the present;

22 **(f) Terminated Employee Subclass:** all hourly-paid, non-exempt
23 employees of Defendants who worked in California and who were not
24 properly paid all wages on termination or within 72 hours thereof during
25 the period of September 4, 2023, to the present;

26 **(g) Vacation Pay Subclass:** all hourly-paid, non-exempt employees of
27 Defendants who worked in California and who were not properly paid
28 all accrued vacation wages on termination of employment, during the

period from September 4, 2022, to the present;

(h) **Reimbursement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California, and incurred business expenses for which they were not reimbursed, at any time during the period of September 4, 2022, to the present;

15. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

16. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

17. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest breaks; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due and owing upon termination of employment, including vested vacation wages; (5) failing to reimburse necessary work-related expenses, and (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

18. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members overtime and minimum wages, meal periods and rest breaks, reimbursements, vested vacation wages, accurate wage statements, and wages upon termination of employment.

19. Typicality: The claims of Plaintiff are typical of the claims of all members of

1 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
2 Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2802, the applicable IWC Wage
3 Order, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they
4 were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one
5 shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free,
6 legally mandated rest breaks. Plaintiff worked at least one shift over eight hours during which
7 they were not paid at the correct rate of pay for all hours worked, including overtime hours
8 worked. Plaintiff received wage statements during their employment. Plaintiff's employment
9 terminated during the statutory period and Plaintiff was not timely paid all wages due and
10 owing them upon termination, including vested vacation wages. Plaintiff incurred work-related
11 expenses that were not reimbursed, including expenses incurred through the required use of
12 personal cell phones for work-related communication.

13 **20.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
14 nature. These laws and labor standards serve an important public interest in establishing
15 minimum working conditions and standards in California. These laws and labor standards
16 protect the average working employee from exploitation by employers who may seek to take
17 advantage of superior economic and bargaining power in setting onerous terms and conditions
18 of employment.

19 **21.** The nature of this action and the format of laws available to Plaintiff and
20 members of the Class identified herein make the class action format a particularly efficient and
21 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
22 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
23 advantage since it would be able to exploit and overwhelm the limited resources of each
24 individual plaintiff with their vastly superior financial and legal resources. Requiring each
25 Class Member to pursue an individual remedy would also discourage the assertion of lawful
26 claims by employees who would be disinclined to file an action against their former and/or
27 current employer for real and justifiable fear of retaliation and permanent damage to their
28 careers at subsequent employment.

1 **22.** The prosecution of separate actions by the individual Class Members, even if
2 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
3 respect to individual Class Members against the Defendants and which would establish
4 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
5 respect to individual Class Members which would, as a practical matter, be dispositive of the
6 interest of the other Class Members not parties to the adjudications or which would
7 substantially impair or impede the ability of the Class Members to protect their interests.
8 Further, the claims of the individual members of the Class are not sufficiently large to warrant
9 vigorous individual prosecution considering all of the concomitant costs and expenses.

10 **23.** Such a pattern, practice and administration of corporate policy regarding illegal
11 employee compensation described herein is unlawful and creates an entitlement to recovery by
12 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
13 amount of minimum and overtime wages, meal period and rest break premiums, vested
14 vacation wages, reimbursements, and penalties, including interest thereon, attorneys' fees and
15 costs of suit, as well as consequential damages.

16 **24.** Proof of a common business practice or factual pattern, which Plaintiff
17 experienced and is representative of, will establish the right of each Class Member to recovery
18 on the causes of action alleged herein.

19 **25.** The Class is commonly entitled to a specific fund with respect to the
20 compensation illegally and unfairly retained by Defendants. This action is brought for the
21 benefit of the entirety of all Class and will result in the creation of a common fund.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

24 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

25 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

26 **SUBCLASSES (a), (b), (e), and (f))**

27 **26.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 as
28 though fully set forth herein.

1 **27.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (e),
2 and (f) had the right to take a 10-minute rest break for every four (4) hours worked or major
3 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

4 **28.** As a pattern and practice, Defendants at times did not actively relieve Plaintiff
5 and the Class and Subclasses (a), (b), (e), and (f) of duty for meal periods and rest breaks, did
6 not provide timely meal periods and rest breaks, and did not provide proper compensation for
7 this failure.

8 **29.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
9 (a), (b), (e), and (f) with all legally-mandated meal periods and rest breaks is a violation of
10 California law.

11 **30.** Defendants willfully failed to pay employees whom they did provide the
12 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
13 Code section 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and
14 Subclasses (a), (b), (e), and (f) are owed wages for meal period and rest break premiums as set
15 forth above.

16 **31.** Such a pattern, practice and administration of corporate policy as described
17 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
18 Subclasses (a), (b), (e), and (f) identified herein, in a civil action, for the balance of the unpaid
19 premium compensation pursuant to Labor Code section 226.7 and the applicable IWC Wage
20 Order, including interest, attorneys' fees, and costs of suit.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

23 **REGARDING OVERTIME AND MINIMUM WAGES**

24 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
25 **SUBCLASSES (c), (d), (e), and (f))**

26 **32.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as
27 though fully set forth herein.

28 **33.** At all times relevant herein, Defendants were required to compensate their non-

1 exempt employees' minimum wages for all hours worked and overtime wages for all hours
2 worked over eight (8) hours in a day or forty (40) hours in a workweek.

3 **34.** As a pattern and practice, Defendants at times failed to compensate their
4 employees for all hours worked, including overtime hours worked, resulting in a failure to pay
5 all minimum wages and, where applicable, overtime wages.

6 **35.** This resulted in Plaintiff and the Class and Subclasses (c), (d), (e), and (f)
7 receiving total wages in an amount less than minimum wage and, when applicable, deprived
8 Plaintiff and the Class and Subclasses (c), (d), (e), and (f) of overtime wages.

9 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
10 employee compensation as described herein is unlawful and creates an entitlement to recovery
11 by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid
12 balance of the full amount of minimum wages owing, including liquidated damages, interest,
13 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
14 1194.

15 **THIRD CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTION 227.3**

17 **REGARDING VESTED VACATION WAGES**

18 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
19 **SUBCLASSES (e), (f), and (g))**

20 **37.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as
21 though fully set forth herein.

22 **38.** This cause of action is brought pursuant to Labor Code § 227.3 which prohibits
23 employers from forfeiting the vested vacation wages of their employees.

24 **39.** As a pattern and practice, Defendants failed to pay Plaintiff and the Class and
25 Subclasses (e), (f), and (g) their vested vacation wages, including vested PTO days, personal
26 day, floating holidays, and other paid-time-off/vacation pay, upon termination of employment.

27 **40.** Such a pattern, practice and uniform administration of corporate policy
28 regarding illegal employee compensation as described herein is unlawful and creates an

entitlement to recovery by Plaintiff and the Class and Subclasses (e), (f), and (g) in a civil action for damages and wages owed and for costs and attorneys' fees.

41. Defendants' willful failure to provide Plaintiffs and the Class and (e), (f), and (g) the wages due and owing them upon separation from employment results in continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2802

REGARDING BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND SUBCLASSES (e), (f), and (h))

42. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as though fully set for herein.

43. At all times relevant herein, Defendants were required to indemnify their employees for all necessary expenditures or losses incurred in direct consequence of the discharge of the employees' duties, or of the employees' obedience to the directions of the employer pursuant to California Labor Code § 2802.

44. In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and the Class and Subclasses (e), (f), and (h) for all necessary work-related expenses, including, but not limited to, the required use of personal cell phones for work purposes.

45. Such a pattern, practice and administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses (e), (f), and (h) in a civil action, for all damages and/or penalties pursuant to Labor Code § 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

46. Defendants' willful failure to provide Plaintiff and the Class and Subclasses (f), (f), and (h) the wages due and owing them upon separation from employment results in

1 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
2 Plaintiff and Class Members who have separated from employment are entitled to
3 compensation pursuant to Labor Code § 203.

4 **FIFTH CAUSE OF ACTION**

5 **REGARDING RECORD KEEPING**

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
7 **THE CLASS AND ALL SUBCLASSES)**

8 **47.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
9 though fully set forth herein.

10 **48.** At all times relevant herein, Defendants were required to maintain accurate
11 records pursuant to the mandate of Labor Code section 226.

12 **49.** In violation of Labor Code section 226, Defendants failed in their affirmative
13 obligation to keep *accurate* records for their California employees. For example, as a result of
14 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
15 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
16 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
17 Further, Defendants issued wage statements to Plaintiff and members of the Class and
18 Subclasses that failed to identify the correct employer that was identified on employees' IRS
19 Form W-2s. Plaintiff received at least one such wage statement during their employment with
20 Defendants.

21 **50.** Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
23 Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties
24 pursuant to Labor Code section 226, including interest thereon, penalties, reasonable attorneys'
25 fees, and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

3 **REGARDING WAITING TIME PENALTIES**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
5 **THE CLASS AND ALL SUBCLASSES)**

6 **51.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
7 though fully set for herein.

8 **52.** At all times relevant herein, Defendants were required to pay their employees
9 all wages owed in a timely fashion at the end of employment pursuant to California Labor
10 Code sections 201 to 204.

11 **53.** As a result of Defendants' alleged Labor Code violations alleged above,
12 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
13 pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties
14 pursuant to Labor Code section 203.

15 **54.** The conduct of Defendants and their agents and employees as described herein
16 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
17 managerial employees of Defendants.

18 **55.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
19 the wages due and owing them upon separation from employment results in a continuation of
20 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
21 Members who have separated from employment are entitled to compensation pursuant to
22 Labor Code section 203.

23 **SEVENTH CAUSE OF ACTION**

24 **VIOLATION OF PAGA**

25 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
26 **EMPLOYEES)**

27 **56.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as
28 though fully set forth herein.

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

6 **58.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
7 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as
8 permitted by PAGA through a representative action pursuant to the PAGA and the California
9 Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not
10 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
11 Procedure section 382.

12 **59.** On June 30, 2026, Plaintiff provided written notice to the LWDA and
13 Defendants of the specific provisions of the Labor Code they contend were violated, and the
14 theories supporting their contentions. To date, they have not received a response.

15 **60.** Plaintiff and the other non-exempt employees are "aggrieved employees" as
16 defined by California Labor Code section 2699(c) in that they are all current or former
17 employees of Defendants, and one or more of the alleged violations was committed against
18 them.

19 **Failure to Provide Meal Periods and Rest Breaks**

20 **61.** At all times relevant herein, Defendants were required to provide authorize and
21 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and
22 provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of
23 Labor Code sections 226.7, 512, and 558.

24 **62.** During the relevant time period, Defendants failed to provide all required meal
25 periods and rest breaks to Plaintiff and other aggrieved employees. Specifically, Defendants
26 failed to actively relieve Plaintiff and other aggrieved employees of duty for meal periods and
27 rest breaks and failed to provide a reasonable opportunity to take meal periods and rest breaks.
28 Instead, Plaintiff and other aggrieved employees were frequently on-call during meal periods

1 and rest breaks, because they were expected to be available at all times. Plaintiff and other
2 aggrieved employees were also frequently required to skip meal periods and rest breaks, or cut
3 them short, in order to respond to the demands of supervising employees and/or due to work
4 being busy. Despite these facts, Defendants failed to pay meal period and rest break premium
5 wages for missed or inadequate meal periods and rest breaks.

6 **Failure to Pay Overtime and Minimum Wages**

7 **63.** At all times relevant herein, Defendants were required to compensate their non-
8 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
9 applicable, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1197.1.

10 **64.** During the relevant time period, Defendants failed to compensate Plaintiff and
11 other aggrieved employees for all hours worked, in particular, the time spent working through
12 recorded meal periods, and time spent completing onboarding tasks and paperwork prior to the
13 start of the first recorded shift. Thus, Defendants did not provide Plaintiff or aggrieved
14 employees with the minimum and overtime wages to which they were entitled.

15 **Failure to Reimburse Necessary Work-Related Expenses**

16 **65.** At all times relevant herein, Defendants were required reimburse employees for
17 necessary work-related expenses pursuant to the mandate of Labor Code section 2802.

18 **66.** During the relevant time period, Defendants failed to reimburse Plaintiff and
19 other aggrieved employees for the full amount of business expenses, including expenses
20 incurred through the required use of personal cell phones for work-related communication.

21 **Failure to Pay Vested Vacation Wages**

22 **67.** At all times relevant herein, Defendants were required to provide employees
23 with all paid time off (i.e., vacation) at termination, pursuant to the mandate of Labor Code
24 section 227.3.

25 **68.** During the relevant time period, Defendants failed to pay Plaintiff and other
26 aggrieved employees all accrued and unused PTO/vacation on termination.

27 **Failure to Timely Pay Wages During Employment**

28 **69.** At all times relevant herein, Defendants were required to pay their employees

1 within the time limits specified under Labor Code sections 203.1 and 204.

2 **70.** During the relevant time period, Defendants failed to pay Plaintiff and other
3 aggrieved employees all wages due to them within the time period specified by Labor Code
4 section 204, including as outlined above.

5 **Failure to Timely Pay Wages During and Upon Termination of Employment**

6 **71.** At all times relevant herein, Defendants were required to pay their employees in
7 a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

8 **72.** As a result of Defendants' Labor Code violations alleged above, Defendants
9 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time
10 periods specified by Labor Code sections 201-204 during and upon termination of
11 employment.

12 **Failure to Provide Complete and Accurate Wage Statements**

13 **73.** At all times relevant herein, Defendants were required to keep *accurate* records
14 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
15 1174(d), and to produce records upon request within the time required by Labor Code section
16 226(c).

17 **74.** As a result of Defendants' various Labor Code violations, Defendants failed to
18 keep accurate records regarding Plaintiff and other similarly-situated current and former
19 employees. For example, Defendants failed in their affirmative obligation to keep accurate
20 records regarding Plaintiff and other similarly-situated current and former employees' gross
21 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
22 number of hours worked at each hourly rate. Further, Defendants issued wage statements to
23 Plaintiff and other aggrieved employees that failed to identify the correct employer that was
24 identified on employees' IRS Form W-2s.

25 **Unlawful Release of Wage Claims**

26 **75.** At all times relevant herein, Defendants were prohibited from requiring
27 employees to execute a release of claims for wages due unless payment of those wages had
28 been made, pursuant to the mandate of Labor Code section 206.5.

76. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to sign a release at termination as a condition of receiving a final paycheck.

Penalties

77. Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

78. Penalties under California Labor Code section 2699 in the amount of up to two hundred dollars (\$200) for each aggrieved employee per pay period.

79. Penalties in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for failure to produce records upon request;

80. Penalties under Labor Code section 558 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;

81. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

82. Penalties under Labor Code section 210 of \$100 for the first violation of section and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld;

83. Penalties under Labor Code section 2699 in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for any failure to produce records upon request;

84. Penalties under Labor Code section 2802(d) in an amount sufficient to recover unreimbursed business expenses.

1 **85.** Any and all additional penalties and sums as provided by the Labor Code and/or
2 other statutes;

3 **86.** Injunctive relief to prohibit Defendants from continuing to engage in the Labor
4 Code violations complained of herein; and

5 **87.** Attorneys' fees and costs as permitted by law.

6 **EIGHTH CAUSE OF ACTION**

7 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

9 **THE CLASS AND ALL SUBCLASSES)**

10 **88.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 87 as
11 though fully set for herein.

12 **89.** Defendants, and each of them, have engaged and continue to engage in unfair
13 and unlawful business practices in California by practicing, employing and utilizing the
14 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
15 all overtime and minimum wages, (2) all meal period and rest break wages, (3) accurate wage
16 statements, (4) all wages due and owing upon termination of employment, and (5)
17 reimbursement of work-related expenses, (6) vested vacation wages, and by unlawfully
18 requiring the execution of releases for unpaid wages.

19 **90.** Defendants' utilization of such business practices constitutes unfair, unlawful
20 competition and provides an unfair advantage over Defendants' competitors.

21 **91.** The acts complained of herein occurred within the last four years preceding the
22 filing of the complaint in this action.

23 **92.** Defendants have engaged in unlawful, deceptive and unfair business practices,
24 as proscribed by California Business and Professions Code section 17200 *et seq.*, including
25 those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum
26 working condition standards and conditions due to them under the California laws and IWC
27 Wage Orders as specifically described therein.

28 **93.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class

1 and Subclasses who are similarly situated, full restitution of monies, as necessary and
2 according to proof, to restore any and all monies withheld, acquired and/or converted by the
3 Defendants by means of the unfair practices complained of herein.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment for themselves and all others on
6 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 7 1. For an order certifying the proposed Class;
- 8 2. For an order appointing Plaintiff as the representative of the Class as described
9 herein;
- 10 3. For an order appointing counsel for Plaintiff as counsel for the Class;
- 11 4. Upon the First Cause of Action, for all meal period and rest break wages owed,
12 and for costs and attorneys' fees;
- 13 5. Upon the Second Cause of Action, for all minimum and overtime wages owed,
14 and for costs and attorney's fees;
- 15 6. Upon the Third Cause of Action, for all vested for all vested vacation wages
16 pursuant to Labor Code § 227.3, and for costs and attorney's fees;
- 17 7. Upon the Fourth Cause of Action, for reimbursements, and for costs and
18 attorneys' fees;
- 19 8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as
20 set forth in California Labor Code section 226, and for costs and attorneys' fees;
- 21 9. Upon the Sixth Cause of Action, for all minimum wages owed, for waiting time
22 wages according to proof pursuant to California Labor Code section 203;
- 23 10. Upon the Seventh Cause of Action, for civil penalties and wages pursuant to
24 statute as set forth in Labor Code section 2698 *et seq.*, for Defendants'
25 violations of Labor Code sections 201, 202, 203, 204, 206.5, 216, 221, 225.5,
26 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198,
27 and 2802, and the applicable IWC Wage Order, and for injunctive relief to
28 prohibit Defendants from continuing to engage in the Labor Code violations

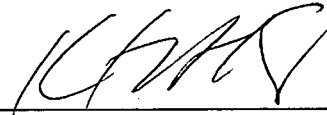
complained of herein;

11. Upon the Eighth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200 *et seq.*; and

12. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, 1194, PAGA 2802, and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: September 4, 2026

YOON LAW, APC

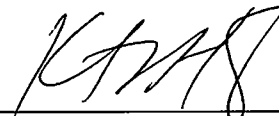

Kenneth H. Yoon
Attorneys for Plaintiff Amanda Dakai

DEMAND FOR JURY TRIAL

Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: September 4, 2026

YOON LAW, APC


Kenneth H. Yoon
Attorneys for Plaintiff Amanda Dakai