

KENNETH H. YOON (State Bar No. 198443)
STEPHANIE E. YASUDA (State Bar No. 265480)

YOON LAW, APC

751 N. Fair Oaks Avenue, Suite 102

Pasadena, California 91103

Telephone: (213) 612-0988

Facsimile: (213) 947-1211

Attorneys for Plaintiff Karysha Reyes

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/02/2026 4:50 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

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

KARYSHA REYES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ODW INTERNATIONAL INC., a California
corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **26STCV28017**

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 226;**

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

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

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

DEMAND FOR JURY TRIAL

1 Plaintiff Karysha Reyes (“Plaintiff”) hereby submits their Class Action and
2 Representative Action Complaint for Damages, Penalties, and Injunctive Relief against
3 Defendants ODW International 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, 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”)), 2810.5, 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 provide requisite notices upon hire, (7) making unlawful
22 deductions from wages earned, and (8) engaging in 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, 2810.5, 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 and classified as an independent contractor 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 ODW International 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, 2810.5, 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 (including those misclassified as exempt employees) who worked for Defendants in California during the period from September 2, 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 2, 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 2, 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 2, 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 2, 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 2, 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 2,
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 2, 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 2, 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 2, 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 2, 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; and (5) 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, accurate wage statements, and wages upon termination of employment.

19. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, the applicable IWC Wage Order, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free, legally

1 mandated rest breaks. Plaintiff worked at least one shift over eight hours during which they
2 were not paid at the correct rate of pay for all hours worked, including overtime hours worked.
3 Plaintiff received wage statements during their employment. Plaintiff's employment terminated
4 during the statutory period and Plaintiff was not timely paid all wages due and owing them
5 upon termination, including vested vacation wages.

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

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

22 **22.** The prosecution of separate actions by the individual Class Members, even if
23 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
24 respect to individual Class Members against the Defendants and which would establish
25 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
26 respect to individual Class Members which would, as a practical matter, be dispositive of the
27 interest of the other Class Members not parties to the adjudications or which would
28 substantially impair or impede the ability of the Class Members to protect their interests.

Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

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

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

REGARDING MEAL PERIOD AND REST BREAK WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND SUBCLASSES (a), (b), (e), and (f))

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

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

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

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

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

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

14 **SECOND CAUSE OF ACTION**

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

16 **REGARDING OVERTIME AND MINIMUM WAGES**

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

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

21 **33.** At all times relevant herein, Defendants were required to compensate their non-
22 exempt employees' minimum wages for all hours worked and overtime wages for all hours
23 worked over eight (8) hours in a day or forty (40) hours in a workweek.

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

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

1 Plaintiff and the Class and Subclasses (c), (d), (e), and (f) of overtime wages.

2 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
3 employee compensation as described herein is unlawful and creates an entitlement to recovery
4 by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid
5 balance of the full amount of minimum wages owing, including liquidated damages, interest,
6 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
7 1194.

8 **THIRD CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTION 227.3**

10 **REGARDING VESTED VACATION WAGES**

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

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

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

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

20 **40.** Such a pattern, practice and uniform administration of corporate policy
21 regarding illegal employee compensation as described herein is unlawful and creates an
22 entitlement to recovery by Plaintiff and the Class and Subclasses (e), (f), and (g) in a civil
23 action for damages and wages owed and for costs and attorneys' fees.

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

1 **FOURTH CAUSE OF ACTION**
2 **REGARDING RECORD KEEPING**
3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
4 **THE CLASS AND ALL SUBCLASSES)**

5 **42.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as
6 though fully set forth herein.

7 **43.** At all times relevant herein, Defendants were required to maintain accurate
8 records pursuant to the mandate of Labor Code section 226.

9 **44.** In violation of Labor Code section 226, Defendants failed in their affirmative
10 obligation to keep *accurate* records for their California employees. For example, as a result of
11 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
12 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
13 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
14 Plaintiff received at least one such wage statement during their employment with Defendants.

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

20 **FIFTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**
22 **REGARDING WAITING TIME PENALTIES**
23 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
24 **THE CLASS AND ALL SUBCLASSES)**

25 **46.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as
26 though fully set for herein.

27 **47.** At all times relevant herein, Defendants were required to pay their employees
28 all wages owed in a timely fashion at the end of employment pursuant to California Labor

Code sections 201 to 204.

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

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

50. Defendants' willful failure to provide Plaintiff and the Class and all Subclasses the wages due and owing them upon separation from employment results in a 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 section 203.

SIXTH CAUSE OF ACTION

VIOLATION OF PAGA

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

51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as though fully set forth herein.

52. 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 themselves, and other current or former employees.

53. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not

1 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
2 Procedure section 382.

3 **54.** On June 29, 2026, Plaintiff provided written notice to the LWDA and
4 Defendants of the specific provisions of the Labor Code they contend were violated, and the
5 theories supporting their contentions. To date, they have not received a response.

6 **55.** Plaintiff and the other non-exempt employees are “aggrieved employees” as
7 defined by California Labor Code section 2699(c) in that they are all current or former
8 employees of Defendants, and one or more of the alleged violations was committed against
9 them.

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

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

15 **57.** During the relevant time period, Defendants failed to provide all required meal
16 periods and rest breaks to Plaintiff and other aggrieved employees. Specifically, Defendants
17 failed to actively relieve Plaintiff and other aggrieved employees of duty for meal periods and
18 rest breaks and failed to provide a reasonable opportunity to take meal periods and rest breaks,
19 instead requiring aggrieved employees to find time for breaks when possible, resulting in
20 missed and late meal periods and rest breaks. Defendants also lacked any mechanism by which
21 Plaintiff and other aggrieved employees could notify their supervisors/managers they were on a
22 break. Despite these facts, Defendants failed to pay meal period and rest break premium wages
23 for missed or inadequate meal periods and rest breaks.

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

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

28 **59.** During the relevant time period, During the relevant time period, Defendants

1 failed to compensate Plaintiff and other aggrieved employees for all hours worked, in
2 particular, the actual recorded time spent working, and time spent working through recorded
3 meal periods. Defendants also failed to compensate Plaintiff and other aggrieved employees for
4 overtime hours worked, instead compensating aggrieved employees at a “salary” that did not
5 account for overtime hours, and did not constitute a true salary. Thus, Defendants did not
6 provide Plaintiff or aggrieved employees with the minimum and overtime wages to which they
7 were entitled.

8 **Failure to Provide Requisite Notice on Hire**

9 **60.** At all times relevant herein, Defendants were required provide nonexempt
10 employees with written notice regarding their pay rates, designated paydays, applicable
11 overtime rates, and other wage information pursuant to the mandate of Labor Code Section
12 2810.5. The notice also must include the employer’s “doing business as” name(s).

13 **61.** During the relevant time period, Defendants failed to provide Plaintiff and other
14 aggrieved employees with this requisite notice.

15 **Unlawful Deductions**

16 **62.** At all times relevant herein, Defendants were prohibited from collective or
17 receiving from an employee any part of wages paid to the employee, pursuant to the mandate
18 of Labor Code Section 221.

19 **63.** During the relevant time period, Defendants failed to pay all compensation due
20 to Plaintiff other aggrieved employees, and made unlawful deductions from compensation
21 payable to Plaintiff and other aggrieved employees.

22 **Failure to Pay Vested Vacation Wages**

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

26 **65.** During the relevant time period, Defendants failed to pay Plaintiff and other
27 aggrieved employees all accrued and unused PTO/vacation on termination.
28

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

2 **66.** At all times relevant herein, Defendants were required to pay their employees
3 within the time limits specified under Labor Code sections 203.1 and 204.

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

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

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

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

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

15 **70.** At all times relevant herein, Defendants were required to keep *accurate* records
16 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
17 1174(d), and to produce records upon request within the time required by Labor Code section
18 226(c).

19 **71.** As a result of Defendants' various Labor Code violations, Defendants failed to
20 keep accurate records regarding Plaintiff and other similarly-situated current and former
21 employees. For example, Defendants failed in their affirmative obligation to keep accurate
22 records regarding Plaintiff and other similarly-situated current and former employees' gross
23 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
24 number of hours worked at each hourly rate.

25 **Penalties**

26 **72.** Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of
27 other current and former aggrieved employees, requests and is entitled to recover from
28 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:

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

74. 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;

75. 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;

76. 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;

77. 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;

78. 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;

79. Penalties under Labor Code section 2225.5 in the amount of \$100 for each first failure to pay each employee, and \$200 for each subsequent failure to pay each employee, plus 25% of the amount unlawfully withheld.

80. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes;

81. Injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein; and

82. Attorneys' fees and costs as permitted by law.

1 **SEVENTH CAUSE OF ACTION**

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

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

4 **THE CLASS AND ALL SUBCLASSES)**

5 **83.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 82 as
6 though fully set for herein.

7 **84.** Defendants, and each of them, have engaged and continue to engage in unfair
8 and unlawful business practices in California by practicing, employing and utilizing the
9 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
10 all overtime and minimum wages, (2) all meal period and rest break wages, (3) accurate wage
11 statements, (4) all wages due and owing upon termination of employment, and (5) requisite
12 notices on hire, (6) vested vacation wages, and by unlawfully deducting from employee wages
13 earned.

14 **85.** Defendants' utilization of such business practices constitutes unfair, unlawful
15 competition and provides an unfair advantage over Defendants' competitors.

16 **86.** The acts complained of herein occurred within the last four years preceding the
17 filing of the complaint in this action.

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

23 **88.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class
24 and Subclasses who are similarly situated, full restitution of monies, as necessary and
25 according to proof, to restore any and all monies withheld, acquired and/or converted by the
26 Defendants by means of the unfair practices complained of herein.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment for themselves and all others on

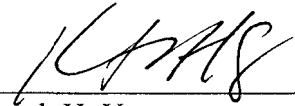
whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for all vested for all vested vacation wages pursuant to Labor Code § 227.3, and for costs and attorney's fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;
9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 216, 221, 225.5, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2810.5, and the applicable IWC Wage Order, and for injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein;
10. Upon the Sixth 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
11. On all causes of action for attorneys' fees, interest, and costs as provided by

1 California Labor Code sections 218.5, 218.6, 226, 1194, PAGA and Code of
2 Civil Procedure section 1021.5, and for such other and further relief the Court
3 may deem just and proper.
4

5 Dated: September 2, 2026

YOON LAW, APC

6
7 
8 Kenneth H. Yoon
Attorneys for Plaintiff Karysha Reyes

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as
12 provided by California law.
13

14 Dated: September 2, 2026

YOON LAW, APC

15
16 
17 Kenneth H. Yoon
Attorneys for Plaintiff Karysha Reyes
18
19
20
21
22
23
24
25
26
27
28