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David W. Slayton, Executive Officer / Clerk of Court

By: F. Monge Deputy

KAVEH S. ELIHU, ESQ. (SBN 268249)
DANIEL J. FRIEDMAN, ESQ. (SBN 289670)
LUIS GUARDADO, ESQ. (SBN 345382)
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
1001 Wilshire Boulevard, 2nd Floor
Los Angeles, California 90017
Tel.: (213) 382-2222; Fax: (213) 382-2230
Email: kelihiu@ejlglaw.com; dfriedman@ejlglaw.com;
lguardado@ejlglaw.com

Attorneys for Plaintiffs, Edgar Manuel Nava Bernabe, *et al.*

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

EDGAR MANUEL NAVA BERNABE, an
Individual; VALERIA “QUINCY” NOEMI
HERNANDEZ LOPEZ, an Individual,

Plaintiffs,

vs.

NORTH HILLS STINKIN LLC, a California
Limited Liability Company; STINKIN
CRAWFISH RESTAURANTS LLC, a
California Limited Liability Company;
DOWNEY STINKIN LLC, a California
Limited Liability Company; INGLEWOOD
STINKIN LLC, a California Limited Liability
Company; PARAMOUNT STINKIN LLC, a
California Limited Liability Company;
WEST COVINA STINKIN LLC, a California
Limited Liability Company; WHITTIER
STINKIN, LLC, a California Limited
Liability Company; ALLISON CAMPOS, an
Individual; and DOES 1-20, inclusive,

Defendants.

Case No.: 26STCV23005

[Assigned to Hon. Alison Mackenzie in dept. 515]

FIRST AMENDED COMPLAINT FOR:

1. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
2. Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310;
3. Wrongful Termination in Violation of Public Policy;
4. Defamation;
5. Violation of *Labor Code* §§ 226.7 (a) & 512;
6. Violation of *Labor Code* §§ 510 & 1194;
7. Violation of *Labor Code* §§ 2800 & 2802;
8. Violation of *Labor Code* § 226 (a);
9. Violation of *Labor Code* §§ 201 & 203;
10. Violation of *Labor Code* § 558.1;
11. Unfair Competition in Violation of *Business & Professions Code* §§ 17200, *et seq.*; and
12. Private Attorney General Act.

JURY TRIAL DEMANDED

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1 Plaintiffs, Edgar Manuel Nava Bernabe and Valeria “Quincy” Noemi Hernandez Lopez allege
2 as follows:

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4 **JURISDICTION AND VENUE**

5 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
6 § 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to
7 other courts.” The statutes under which this action is brought do not specify any other basis for
8 jurisdiction.

9 2. This Court has jurisdiction over all Defendants because, based on information and belief,
10 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
11 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
12 the California courts consistent with traditional notions of fair play and substantial justice.

13 3. Plaintiffs have exhausted their administrative remedies by the timely submission of their
14 claims through the Labor and Workforce Development Agency less than one year after the events
15 alleged herein, providing notice of the same to all parties simultaneously, and the filing of this complaint
16 more than sixty-five days thereafter.

17 4. Venue is proper in this Court because, upon information and belief, one or more of the
18 named Defendants reside, transact business, or have offices in this county and the acts and omissions
19 alleged herein took place in this county.

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21 **THE PARTIES**

22 5. Plaintiff Edgar Manuel Nava Bernabe (“NAVA”) is an individual who, at all times
23 relevant to this action, resided in Los Angeles County, California.

24 6. Plaintiff Valeria “Quincy” Noemi Hernandez Lopez (“HERNANDEZ”) is an individual
25 who, at all times relevant to this action, resided in Los Angeles County, California.

26 7. Defendant North Hills Stinkin LLC (“NORTH HILLS”) was and is, upon information
27 and belief, a California limited liability company doing business in Los Angeles County and throughout
28 the State of California. At all times relevant to this action, NORTH HILLS was an employer whose

1 employees were engaged in commerce in Los Angeles County and throughout the State of California.
2 NORTH HILLS operated individually and jointly with STINKIN CRAWFISH RESTAURANTS LLC,
3 DOWNEY STINKIN LLC, INGLEWOOD STINKIN LLC, PARAMOUNT STINKIN LLC, WEST
4 COVINA STINKIN LLC, and WHITTIER STINKIN, LLC as their alter ego and/or as part of a single
5 integrated enterprise.

6 8. Defendant Stinkin Crawfish Restaurants LLC (“STINKIN”) was and is, upon information
7 and belief, a California limited liability company doing business in Los Angeles County and throughout
8 the State of California. At all times relevant to this action, STINKIN was an employer whose employees
9 were engaged in commerce in Los Angeles County and throughout the State of California. STINKIN
10 operated individually and jointly with NORTH HILLS, DOWNEY STINKIN LLC, INGLEWOOD
11 STINKIN LLC, PARAMOUNT STINKIN LLC, WEST COVINA STINKIN LLC, and WHITTIER
12 STINKIN, LLC as their alter ego and/or as part of a single integrated enterprise.

13 9. Defendant Downey Stinkin LLC (“DOWNEY”) was and is, upon information and belief,
14 a California limited liability company doing business in Los Angeles County and throughout the State of
15 California. At all times relevant to this action, DOWNEY was an employer whose employees were
16 engaged in commerce in Los Angeles County and throughout the State of California. DOWNEY
17 operated individually and jointly with NORTH HILLS, STINKIN, INGLEWOOD STINKIN LLC,
18 PARAMOUNT STINKIN LLC, WEST COVINA STINKIN LLC, and WHITTIER STINKIN, LLC as
19 their alter ego and/or as part of a single integrated enterprise.

20 10. Defendant Inglewood Stinkin LLC (“INGLEWOOD”) was and is, upon information and
21 belief, a California limited liability company doing business in Los Angeles County and throughout the
22 State of California. At all times relevant to this action, INGLEWOOD was an employer whose
23 employees were engaged in commerce in Los Angeles County and throughout the State of California.
24 INGLEWOOD operated individually and jointly with NORTH HILLS, STINKIN, DOWNEY,
25 PARAMOUNT STINKIN LLC, WEST COVINA STINKIN LLC, and WHITTIER STINKIN, LLC as
26 their alter ego and/or as part of a single integrated enterprise.

27 11. Defendant Paramount Stinkin LLC (“PARAMOUNT”) was and is, upon information and
28 belief, a California limited liability company doing business in Los Angeles County and throughout the

1 State of California. At all times relevant to this action, PARAMOUNT was an employer whose
2 employees were engaged in commerce in Los Angeles County and throughout the State of California.
3 PARAMOUNT operated individually and jointly with NORTH HILLS, STINKIN, DOWNEY,
4 INGLEWOOD, WEST COVINA STINKIN LLC, and WHITTIER STINKIN, LLC as their alter ego
5 and/or as part of a single integrated enterprise.

6 12. Defendant WEST COVINA STINKIN LLC (“WEST COVINA”) was and is, upon
7 information and belief, a California limited liability company doing business in Los Angeles County and
8 throughout the State of California. At all times relevant to this action, WEST COVINA was an employer
9 whose employees were engaged in commerce in Los Angeles County and throughout the State of
10 California. WEST COVINA operated individually and jointly with NORTH HILLS, STINKIN,
11 DOWNEY, INGLEWOOD, PARAMOUNT, and WHITTIER STINKIN, LLC as their alter ego and/or
12 as part of a single integrated enterprise.

13 13. Defendant WHITTIER STINKIN LLC (“WHITTIER”) was and is, upon information and
14 belief, a California limited liability company doing business in Los Angeles County and throughout the
15 State of California. At all times relevant to this action, WHITTIER was an employer whose employees
16 were engaged in commerce in Los Angeles County and throughout the State of California. WHITTIER
17 operated individually and jointly with NORTH HILLS, STINKIN, DOWNEY, INGLEWOOD,
18 PARAMOUNT, and WEST COVINA as their alter ego and/or as part of a single integrated enterprise.

19 14. Defendant ALLISON CAMPOS (“CAMPOS”) is an individual who, upon information
20 and belief, resided in Los Angeles County, California, at all times relevant to this action

21 15. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein under
22 the fictitious names DOES 1-20 but pray for leave to amend and serve such fictitiously named
23 Defendants pursuant to California *Code of Civil Procedure* § 474 once their names and capacities
24 become known.

25 16. Plaintiffs are informed and believe, and thereon allege, that DOES 1-20 are the partners,
26 joint venturers, parent companies, owners, shareholders, managers, or employees of Defendants and,
27 therefore, were acting on behalf of Defendants.

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1 17. NORTH HILLS, STINKIN, DOWNEY, INGLEWOOD, PARAMOUNT, WEST
2 COVINA, WHITTIER, CAMPOS and DOES 1-20 will hereinafter be collectively referred to as
3 “Defendants.”

4 18. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in
5 some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
6 transactions alleged herein.

7 19. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
8 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
9 agent for the others, with legal authority to act on the others’ behalf. The acts of Defendants were in
10 accordance with and represent the official policy of Defendants.

11 20. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
12 and mentioned herein, each Defendant sued herein (both named and DOE Defendants 1-20) was the
13 expressly and/or implicitly authorized agent, business-entity agent, servant, employer, partner, joint
14 venturer, integrated enterprise, joint employer, business-entity employer, authorized agent, contractor,
15 contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or
16 alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting
17 within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise,
18 contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority,
19 consent, approval, control, influence, and ratification of each remaining Defendant herein.

20 21. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
21 ratified each and every act or omission complained of herein, and/or committed such actions themselves
22 on behalf of themselves and/or, with authorization, on behalf of each other. At all times herein
23 mentioned, the Defendants, and each of them, engaged in acts alleged herein as the employer and/or as
24 an authorized business-entity employer (as defined by California *Government Code* §12925(d)), and/or,
25 at a minimum, aided and abetted the acts and omissions of each and all the other Defendants, in either
26 actually and/or proximately causing the damages herein alleged. Likewise, at all times herein mentioned,
27 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
28 Defendants in actually and/or proximately causing the damages herein alleged.

GENERAL ALLEGATIONS

22. At all times relevant to this action, Defendants, acting individually and collectively, owned, operated, managed, and controlled a series of Cajun seafood restaurants throughout Southern California, including locations in North Hills, Downey, Inglewood, Paramount, West Covina, and Whittier. Plaintiffs are informed and believe, and thereon allege, that Defendants maintained common ownership, management, supervision, human-resources functions, employment policies, payroll practices, labor relations, and operational control. Defendants jointly exercised direct and indirect control over Plaintiffs' wages, hours, working conditions, work assignments, discipline, and termination and, therefore, operated as Plaintiffs' joint employers, alter egos, agents of one another, and/or a single integrated enterprise.

23. On or about February 16, 2022, Defendants hired Plaintiff NAVA as a cook. NAVA's duties included, among other things, preparing and cooking food, washing dishes, cleaning food-preparation areas, inspecting refrigerator temperatures, sanitizing equipment, disposing of trash, and opening and closing the kitchen. At all relevant times, NAVA satisfactorily performed his job duties and met or exceeded Defendants' legitimate performance expectations.

24. On or about January 20, 2024, Defendants hired HERNANDEZ as a front-of-house employee at Defendants' NORTH HILLS location. HERNANDEZ's duties included, among other things, taking customer orders, serving food and beverages, bartending, operating the point-of-sale system, preparing online orders, cleaning the restaurant and restrooms, disposing of trash, and performing general restaurant-maintenance duties. At all relevant times, HERNANDEZ satisfactorily performed their job duties and met or exceeded Defendants' legitimate performance expectations.

25. Based upon their actual job duties, Plaintiffs were nonexempt employees entitled to all protections afforded by the California *Labor Code* and Industrial Welfare Commission Wage Order No. 5, including minimum wages, daily and weekly overtime compensation, compliant meal periods, authorized and permitted rest periods, accurate itemized wage statements, reimbursement of necessary business expenses, and timely payment of all wages upon termination.

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1 26. From on or about February 16, 2022, through approximately December 31, 2023,
2 Defendants paid NAVA approximately \$18.00 per hour.

3 27. From on or about January 1, 2024, through approximately July 2, 2024, Defendants paid
4 NAVA approximately \$18.94 per hour.

5 28. From on or about July 3, 2024, through approximately July 1, 2025, Defendants paid
6 NAVA approximately \$19.94 per hour.

7 29. From on or about July 2, 2025, through his termination on July 31, 2025, Defendants paid
8 NAVA approximately \$20.53 per hour.

9 30. From on or about January 20, 2024, through approximately August 1, 2025, Defendants
10 paid HERNANDEZ approximately \$17.28 per hour.

11 31. Throughout his employment, Defendants assigned and transferred NAVA among their
12 restaurant locations based upon their common staffing and operational needs. NAVA initially trained at
13 Defendants' WEST COVINA location. Approximately two weeks later, Defendants transferred him to
14 the PARAMOUNT location, where he worked until approximately July 2023. NAVA thereafter worked
15 at a restaurant location in Norwalk and at Defendants' WHITTIER, DOWNEY, INGLEWOOD, and
16 NORTH HILLS locations before receiving a permanent assignment at the NORTH HILLS location in
17 approximately January 2024.

18 32. From approximately April 2022 through October 2022, while assigned to the
19 PARAMOUNT location, NAVA generally worked Mondays, Thursdays, and Sundays from
20 approximately 11:00 a.m. to 10:00 p.m. and Fridays and Saturdays from approximately 11:00 a.m. to
21 midnight. NAVA therefore regularly worked shifts lasting approximately 11 to 13 hours.

22 33. During this period, Defendants failed to provide NAVA with legally compliant meal
23 periods or to authorize and permit legally compliant rest periods. Defendants regularly operated the
24 restaurant with only approximately four or five employees per shift, and NAVA was unable to leave his
25 duties because the restaurant was chronically understaffed. Defendants did not pay NAVA any premium
26 wages for the meal periods and rest periods that were not provided, in violation of *Labor Code* sections
27 226.7 and 512 and sections 11 and 12 of Industrial Welfare Commission Wage Order No. 5.

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1 34. Beginning in approximately October 2022, NAVA generally received only one 30-
2 minute meal period and one 10-minute rest period per shift. Even when NAVA worked shifts exceeding
3 10 hours, Defendants failed to provide him with a second meal period and failed to authorize and permit
4 all rest periods required by law. Defendants further failed to pay NAVA premium wages for each
5 workday on which a legally compliant meal period or rest period was not provided. Those premium
6 wages remain due and owing.

7 35. In or about May 2023, while working at the PARAMOUNT location, NAVA noticed a
8 substantial reduction in the gratuities he customarily received. NAVA reasonably believed that
9 management personnel and/or employees related to management were improperly withholding,
10 diverting, or misappropriating gratuities belonging to other employees. NAVA complained to
11 Defendants regarding the missing gratuities and requested that Defendants investigate and correct the
12 unlawful practice.

13 36. In or about March 2024, Defendants confirmed that certain employees had improperly
14 taken gratuities belonging to NAVA and other employees. Despite confirming the misconduct,
15 Defendants failed and refused to compensate NAVA for the gratuities taken from him. An owner of
16 Defendants instead instructed NAVA to forget about the missing gratuities. NAVA is informed and
17 believes, and thereon alleges, that he was deprived of approximately \$2,000.00 in gratuities that were
18 the sole property of NAVA and other employees, in violation of *Labor Code* section 351. NAVA's
19 disclosure of the missing gratuities also constituted a protected disclosure concerning Defendants'
20 working conditions within the meaning of *Labor Code* section 232.5.

21 37. Throughout their employment, HERNANDEZ generally worked Fridays through
22 Sundays from approximately 4:30 p.m. to 11:00 p.m. HERNANDEZ also worked approximately 10 to
23 20 double shifts during their employment, including approximately two double shifts per month during
24 certain periods. Those double shifts generally lasted from approximately 11:00 a.m. to 10:00 p.m.

25 38. Defendants frequently failed to authorize and permit HERNANDEZ to take all legally
26 required rest periods. HERNANDEZ generally received no more than one 10-minute rest period per
27 shift, including during double shifts for which additional rest periods were required. HERNANDEZ was
28 also unable to take a rest period approximately zero to two times per week.

1 39. Defendants also failed to provide HERNANDEZ with timely, uninterrupted, and duty-
2 free meal periods. HERNANDEZ missed meal periods approximately three to four times per week.
3 When HERNANDEZ clocked out for a meal period, Defendants and their supervisory employees
4 regularly interrupted the meal period and required HERNANDEZ to perform work while remaining
5 clocked out. During double shifts exceeding 10 hours, Defendants further failed to provide
6 HERNANDEZ with a legally compliant second meal period.

7 40. Defendants failed to pay HERNANDEZ premium wages for each workday on which a
8 legally compliant meal period or rest period was not provided, in violation of *Labor Code* sections 226.7
9 and 512 and sections 11 and 12 of Industrial Welfare Commission Wage Order No. 5. Those premium
10 wages remain due and owing.

11 41. HERNANDEZ observed that Defendants' timekeeping records sometimes reflected meal
12 periods occurring earlier than the meal periods HERNANDEZ had taken. HERNANDEZ is informed
13 and believes, and thereon alleges, that General Manager and Human Resources Manager CAMPOS
14 possessed the ability and authority to alter employees' timekeeping records. Defendants' inaccurate
15 timekeeping practices failed to accurately record all hours worked and all meal periods taken by
16 HERNANDEZ.

17 42. Defendants failed to compensate HERNANDEZ at one and one-half times their regular
18 rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek. In
19 particular, Defendants failed to pay daily overtime compensation for HERNANDEZ's double shifts,
20 which lasted approximately 11 hours. Defendants' failure to pay overtime wages violated *Labor Code*
21 sections 510 and 1194 and section 3 of Industrial Welfare Commission Wage Order No. 5.

22 43. As a condition of employment and for Defendants' benefit, HERNANDEZ was required
23 to purchase approximately three pairs of work pants and a pair of work shoes. HERNANDEZ spent
24 approximately \$50.00 to \$60.00 on the required pants and approximately \$24.00 on the required work
25 shoes.

26 44. Defendants did not maintain, implement, or enforce a policy providing reimbursement for
27 these required expenditures. Defendants did not offer to reimburse HERNANDEZ and failed to

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1 reimburse HERNANDEZ for necessary expenditures incurred in direct consequence of performing their
2 job duties, in violation of *Labor Code* section 2802.

3 45. In or about March 2025, NAVA complained to the General Manager of Defendants'
4 NORTH HILLS location regarding a serious cockroach infestation and related sanitation hazards.
5 NAVA specifically reported the presence of cockroaches, dead cockroaches, and cockroach eggs in
6 areas where food and beverages were stored, prepared, and served. NAVA also reported that the
7 restaurant's beverage equipment was not being adequately cleaned and that customers had begun
8 complaining about cockroaches.

9 46. NAVA informed management that the infestation could contaminate food and beverages,
10 cause customers and employees to become ill, and result in the restaurant being closed by public-health
11 authorities. NAVA's complaints concerned conduct that he reasonably believed violated, among other
12 laws and regulations, *Health and Safety Code* sections 113980, 114259, and 114259.1, which require
13 food to be protected from vermin and food facilities to be maintained and operated free from vermin.

14 47. The General Manager informed NAVA that his complaints would be escalated to upper
15 management, including CAMPOS and Defendants' owner. When Defendants failed to adequately
16 remedy the infestation, NAVA directly contacted Defendants' owner and warned that the restaurant
17 could be shut down unless Defendants properly cleaned and remediated the premises. NAVA further
18 informed management that he intended to report or otherwise pursue the matter if Defendants failed to
19 correct the unlawful and unsafe conditions.

20 48. On or about April 18, 2025, CAMPOS and other management personnel conducted a
21 meeting attended by Plaintiffs and other employees at the NORTH HILLS location. During the meeting,
22 management instructed employees to inspect the restaurant daily for pests, dead insects, and sanitation
23 concerns and informed employees that the restaurant would undergo fumigation. Plaintiffs are informed
24 and believe, and thereon allege, that Defendants implemented these measures in response to NAVA's
25 complaints and because Defendants anticipated an upcoming health inspection. The restaurant had
26 previously closed by the Health Department because of a previous cockroach infestation.

27 49. After NAVA complained about the infestation and warned Defendants that he would
28 pursue further action, Defendants ceased responding to NAVA's work-related communications, despite

1 previously communicating with him regularly. NAVA is informed and believes, and thereon alleges,
2 that Defendants and its management personnel became upset with NAVA because he disclosed
3 Defendants' working conditions, reported conduct that he reasonably believed violated California law,
4 and complained about conditions affecting employee and public health and safety.

5 50. NAVA's complaints constituted protected activity under *Labor Code* section 232.5
6 because he disclosed information regarding Defendants' working conditions; under *Labor Code* section
7 1102.5 because he disclosed information to persons with authority over him whom he reasonably
8 believed could investigate or correct violations of state law and regulations; and under *Labor Code*
9 section 6310 because he made bona fide complaints to his employer regarding unsafe and unhealthy
10 conditions in his place of employment.

11 51. On or about July 14, 2025, HERNANDEZ sent a written complaint to Defendants'
12 General Manager reporting that restaurant employees had furnished alcoholic beverages to a 19-year-old
13 customer without requesting identification or verifying that the customer was at least 21 years old.
14 HERNANDEZ sought guidance and expressly questioned whether they should refuse to serve alcoholic
15 beverages to the underage customer.

16 52. Defendants' General Manager acknowledged that HERNANDEZ was correct, instructed
17 HERNANDEZ not to serve alcoholic beverages to the underage customer, and confirmed that
18 identification was required. HERNANDEZ reasonably believed that furnishing alcoholic beverages to
19 the customer violated *Business and Professions Code* section 25658, subdivision (a), which prohibits
20 furnishing alcoholic beverages to a person under 21 years of age.

21 53. After HERNANDEZ submitted the complaint, Defendants' General Manager's conduct
22 toward HERNANDEZ materially changed. Defendants' General Manager began communicating
23 instructions to HERNANDEZ indirectly through other employees, speaking under his breath in
24 HERNANDEZ's presence, ignoring HERNANDEZ when they attempted to communicate with him, and
25 otherwise treating HERNANDEZ in a hostile and dismissive manner. CAMPOS thereafter contacted
26 HERNANDEZ and indicated that management wanted to conduct a meeting concerning the matter.

27 54. HERNANDEZ's complaint constituted protected activity under *Labor Code* section
28 232.5 because it disclosed information concerning Defendants' working conditions and under *Labor*

1 *Code* section 1102.5 because HERNANDEZ disclosed to a person with authority over them information
2 that HERNANDEZ reasonably believed revealed a violation of California law.

3 55. On or about July 31, 2025, Defendants terminated NAVA's employment. CAMPOS
4 informed NAVA that Defendants were terminating him because he had purportedly smoked and/or
5 vaped inside the restaurant's walk-in cooler. NAVA denied the accusation and requested surveillance
6 footage, witness information, or other evidence supporting it. Defendants refused to provide any
7 evidence substantiating the accusation.

8 56. On or about August 1, 2025, approximately 18 days after HERNANDEZ reported that
9 alcoholic beverages had been furnished to an underage customer, Defendants terminated
10 HERNANDEZ's employment. CAMPOS similarly informed HERNANDEZ that Defendants had
11 purportedly investigated and substantiated an accusation that HERNANDEZ smoked and/or vaped
12 inside the restaurant's walk-in cooler. HERNANDEZ denied the accusation.

13 57. Plaintiffs are informed and believe, and thereon allege, that Defendants terminated their
14 employment because they engaged in protected activity, including disclosing information regarding
15 Defendants' working conditions, reporting conduct they reasonably believed violated California statutes
16 and regulations, and raising concerns regarding employee and public health and safety.

17 58. Defendants' asserted reason for terminating Plaintiffs was false and pretextual.
18 Defendants terminated both Plaintiffs on successive days based upon materially identical accusations
19 that each had smoked or vaped inside the walk-in cooler. The nearly simultaneous terminations occurred
20 shortly after NAVA's health-and-safety complaints and HERNANDEZ's report of unlawful alcohol
21 sales to a minor. The timing, similarity, and circumstances of the termination decisions support a
22 reasonable inference that Defendants coordinated the terminations to retaliate against Plaintiffs and
23 conceal Defendants' retaliatory motive.

24 59. Before their terminations, Plaintiffs were not informed that Defendants were conducting
25 any meaningful investigation into the accusations. Defendants did not interview Plaintiffs, provide them
26 with the identities of the supposed witnesses, show them surveillance footage, permit them to respond to
27 evidence, or otherwise provide a meaningful opportunity to refute the accusations. Despite Plaintiffs'
28 denials and requests for evidence, Defendants refused to reconsider their decisions.

1 60. Defendants' retaliation and termination of Plaintiffs violated *Labor Code* sections 232.5,
2 1102.5, and, as to NAVA, section 6310. Defendants' conduct also violated the fundamental public
3 policies expressed in those statutes, *Health and Safety Code* sections 113980, 114259, and 114259.1,
4 *Business and Professions Code* section 25658, and other statutes and regulations protecting employees
5 who report unlawful and unsafe workplace conduct.

6 61. Throughout the relevant period, Defendants issued Plaintiffs itemized wage statements
7 that failed to accurately state, among other things, all hours worked, overtime hours worked, gross
8 wages earned, net wages earned, applicable hourly rates, and corresponding hours worked at each rate.
9 The wage statements also failed to reflect all overtime wages, meal-period premiums, rest-period
10 premiums, gratuities, and other compensation owed to Plaintiffs. Defendants' knowing and intentional
11 failure to provide accurate itemized wage statements violated *Labor Code* section 226, subdivision (a).

12 62. Upon terminating Plaintiffs, Defendants failed to pay all wages immediately due and
13 owing, including unpaid overtime wages, meal-period premiums, rest-period premiums, unreimbursed
14 business expenses, unlawfully withheld gratuities, and all other compensation earned during Plaintiffs'
15 employment. Defendants' willful failure to pay all wages due upon termination violated *Labor Code*
16 sections 201 and 203.

17 63. In connection with the purported investigations and termination decisions, Defendants,
18 including CAMPOS, made written and oral statements asserting that Plaintiffs smoked and/or vaped
19 inside the restaurant's walk-in cooler and thereby violated company policy and California law. Upon
20 information and belief, Defendants published and republished these accusations to management
21 personnel, human-resources personnel, supervisory employees, and other employees involved in
22 discussing, documenting, approving, and implementing Plaintiffs' terminations. The identities of all
23 persons to whom the statements were published are presently within Defendants' exclusive knowledge
24 and will be established through discovery.

25 64. The accusations were false. Plaintiffs did not smoke or vape inside the walk-in cooler.
26 Defendants and CAMPOS knew the accusations were false or acted with reckless disregard for their
27 truth or falsity by asserting that the accusations had been investigated and substantiated despite failing to

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1 identify witnesses, review or produce surveillance footage, interview Plaintiffs, or conduct a fair and
2 reasonable investigation.

3 65. To the extent Defendants contend that any publication was conditionally privileged,
4 Defendants abused and forfeited any such privilege by acting with actual malice, including knowledge
5 of falsity, reckless disregard for the truth, excessive publication, hostility toward Plaintiffs' protected
6 activities, and an improper retaliatory purpose.

7 66. The written accusations constituted libel under *Civil Code* section 45, and the oral
8 accusations constituted slander per se under *Civil Code* section 46, subdivision (3), because the
9 statements falsely accused Plaintiffs of serious workplace misconduct and tended directly to injure
10 Plaintiffs in their occupations as restaurant and food-service employees.

11 67. As a direct and proximate result of Defendants' defamatory statements, Plaintiffs suffered
12 harm to their personal and professional reputations, loss of employment opportunities, embarrassment,
13 humiliation, shame, emotional distress, and other damages according to proof.

14 68. At all relevant times, Defendants knew or should have known that the acts, omissions,
15 policies, and practices described herein violated Plaintiffs' statutory and common-law rights. Defendants
16 further knew, or in the exercise of reasonable care should have known, that their failure to prevent,
17 correct, investigate, supervise, and remedy the unlawful conduct described herein would encourage,
18 ratify, perpetuate, and exacerbate such misconduct.

19 69. Defendants' conduct, as alleged herein, was carried out maliciously, fraudulently,
20 oppressively, and in conscious disregard of Plaintiffs' rights. As a direct and proximate result of
21 Defendants' conduct, Plaintiffs have suffered and continue to suffer economic damages, including lost
22 wages, lost benefits, lost earning capacity, and other pecuniary losses. Plaintiffs have further suffered
23 non-economic damages, including emotional distress, humiliation, embarrassment, mental anguish, and
24 other damages according to proof. The amount of such damages exceeds the jurisdictional minimum of
25 this Court and will be established at trial.

26 70. At all relevant times, Defendants knew or should have known that Plaintiffs were not
27 receiving all wages, overtime compensation, meal-period premiums, rest-period premiums, gratuities,
28 reimbursements, and other compensation owed under California law. Defendants' owners, officers,

1 managers, supervisors, and agents, including CAMPOS, observed Plaintiffs performing the work
2 described herein, required Plaintiffs to perform such work, maintained staffing levels that made
3 compliance with California wage-and-hour laws impracticable, required HERNANDEZ to incur
4 unreimbursed business expenses, and knowingly maintained policies and practices that resulted in
5 violations of California labor laws.

6 71. At no time during Plaintiffs' employment did Defendants furnish accurate itemized wage
7 statements reflecting all information required by *Labor Code* section 226, including, among other things,
8 all hours worked, applicable overtime compensation, premium wages owed for missed meal and rest
9 periods, and other wages earned by Plaintiffs.

10
11 **FIRST CAUSE OF ACTION**

12 **RETALIATION AND/OR WRONGFUL TERMINATION**

13 **IN VIOLATION OF LABOR CODE § 1102.5**

14 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20))**

15 72. As a separate and distinct cause of action, Plaintiffs complain and reallege all of the
16 allegations contained in this complaint, and incorporate them by reference into this cause of action as
17 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

18 73. At all times herein mentioned, California *Labor Code* §§ 1102.5 et seq. were in full force
19 and effect and were binding on Defendants. Under *Labor Code* § 1102.5(a), it is unlawful for any
20 employer, or any person acting on its behalf to "make, adopt, or enforce any rule, regulation, or policy
21 preventing an employee from disclosing information to a government or law enforcement agency, to a
22 person with authority over the employee, or to another employee who has authority to investigate,
23 discover, or correct the violation or noncompliance, or from providing information to, or testifying
24 before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable
25 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
26 noncompliance with a local, state, or federal rule or regulation. . . ."

27 74. At all times herein mentioned, under *Labor Code* § 1102.5(b), an employer, or any
28 person acting on its behalf, "shall not retaliate against an employee for disclosing information, or

1 because the employer believes that the employee disclosed or may disclose information, to a
2 government. . . agency [or] to a person with authority over the employee. . . if the employee has
3 reasonable cause to believe that the information discloses a violation of state or federal statute, or a
4 violation of. . . a local, state, or federal rule or regulation. . . .”

5 75. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer, or any person
6 acting on its behalf, “shall not retaliate against an employee for refusing to participate in an activity that
7 would result in a violation of state or federal statute, or a violation of or noncompliance with a local,
8 state, or federal rule or regulation.”

9 76. As fully elaborated above, while within the course and scope of their respective duties as
10 Defendants’ employees, Plaintiffs made oral and written complaints to Defendants about unpaid tips,
11 health and safety hazards, and the unlawful furnishing of alcoholic beverages to underage customers, all
12 of which Plaintiffs reasonably believed were violations of state or federal statutes or violations of local,
13 state, or federal rules or regulations. Plaintiffs’ complaints concerned conduct they reasonably believed
14 violated, among other laws, *Labor Code* §§ 232.5, 351, *Health and Safety Code* §§ 113980, 114259, and
15 114259.1, and *Business and Professions Code* § 25658(a). Plaintiffs made such disclosures to persons
16 with authority over them and/or persons authorized to investigate, discover, or correct Defendants’
17 violations. In response, and as a direct result of Plaintiffs’ complaints and/or the perception that
18 Plaintiffs would continue to disclose Defendants’ violations, Defendants retaliated against Plaintiffs and
19 wrongfully terminated them from their employment, all in violation of California *Labor Code* § 1102.5
20 et seq. Plaintiffs are informed and believe, and thereon allege, that Defendants’ stated reasons for
21 terminating Plaintiffs were false and pretextual and that Plaintiffs’ protected disclosures were
22 contributing factors in Defendants’ decisions to terminate their employment.

23 77. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiffs
24 have suffered actual, consequential, and incidental financial losses, including, without limitation, loss of
25 income, earnings, salary and benefits, and the intangible loss of employment-related opportunities in
26 their field and damage to their professional reputation, all in an amount subject to proof at the time of
27 trial. Plaintiffs claim such amounts as damages, including all prejudgment interest on the same.

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1 78. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiffs have
2 sustained and continue to suffer severe emotional distress, physical injury and related emotional trauma,
3 pain and suffering, personal injury, personal inconvenience, sickness, and illness, etc., all to Plaintiffs'
4 damages in an amount to be shown according to proof.

5 79. The conduct of Defendants in retaliating against Plaintiffs and wrongfully terminating
6 them subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights, as it
7 was anticipated by Defendants that Plaintiffs would suffer damages in the foreseeable future. Plaintiffs
8 are informed and believe, and based thereon allege, that Defendants' conduct against Plaintiffs was done
9 with an intent to cause injury to Plaintiffs. Moreover, the malicious, fraudulent, and/or oppressive
10 conduct was engaged in, authorized, or ratified by officers, directors, or managing agents of the company
11 and/or by the members, managers, officers, directors, and/or managing agents of the limited liability
12 company Defendants and/or was the result of unlawful, malicious, or oppressive policies. As a
13 consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiffs are entitled to an
14 award of punitive damages against Defendants in a sum to be shown according to proof at trial.

15 80. In addition to all lost wages, work benefits, incidental damages, consequential damages,
16 general damages and special damages owed by Defendants due to their unlawful conduct, pursuant to
17 *Labor Code* § 1102.5, Plaintiffs are owed a civil penalty of \$10,000.00.

18 81. As a proximate result of the wrongful acts of Defendants, Plaintiffs have been forced to
19 hire attorneys to prosecute their claims herein and have incurred and are expected to continue to incur
20 attorneys' fees and costs in connection therewith. As a result, pursuant to *Labor Code* § 1102.5(j),
21 Plaintiffs are entitled to recover attorneys' fees and costs.

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SECOND CAUSE OF ACTION
RETALIATION AND/OR WRONGFUL TERMINATION
IN VIOLATION OF *LABOR CODE* § 6310
(BY NAVA AGAINST NORTH HILLS, STINKIN, DOWNEY, INGLEWOOD, PARAMOUNT,
WEST COVINA, WHITTIER AND DOES 1-20)

82. As a separate and distinct cause of action, Plaintiffs complain and reallege all of the allegations contained in this complaint, and incorporate them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

83. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect and was binding on Defendants. Under *Labor Code* § 6310, it is unlawful for any employer to discharge or discriminate against an employee in any manner because the employee made any oral or written complaint to the employer or to a governmental or regulatory agency regarding the employee's belief that the employer is unlawfully committing health or safety violations in the workplace. Protected activity under this section includes complaints regarding unsafe working conditions, including conditions that threaten the physical safety and well-being of employees.

84. At all times herein mentioned, believing Defendants to be in violation of various local and state laws, NAVA submitted oral and written complaints to Defendants regarding unsafe, unhealthy, and unsanitary conditions at his place of employment. NAVA complained to management about the presence of cockroaches, dead cockroaches, and cockroach eggs in areas where food and beverages were stored, prepared, and/or served. NAVA further complained that such conditions posed a risk of food contamination and illness to employees and customers. NAVA reasonably believed that the conditions violated, among other laws, *Labor Code* §§ 6400 and 6401 and *Health and Safety Code* §§ 113980, 114259, and 114259.1. In response, and, at least in part, as a result of these complaints, Defendants retaliated against NAVA and, ultimately, wrongfully terminated his employment in violation of California *Labor Code* § 6310. Such retaliation included altering NAVA's working conditions, failing to remove him from unsafe conditions, continuing to require him to work in proximity to the source of the safety risk, and ultimately terminating his employment shortly after his complaints, demonstrating a causal connection between NAVA's protected activity and Defendants' adverse actions. NAVA is

1 informed and believes, and thereon alleges, that Defendants' stated reason for terminating his
2 employment was false and pretextual and was intended to conceal Defendants' retaliatory motive.

3 85. As a direct and proximate result of Defendants' conduct, NAVA has suffered and
4 continues to suffer actual, consequential and incidental financial losses, including without limitation,
5 loss of income, earnings, salary and benefits, and the intangible loss of employment-related
6 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
7 known and will be shown according to proof at the time of trial. NAVA also claims such amounts as
8 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

9 86. As a direct and proximate result of Defendants' conduct, NAVA has sustained and
10 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
11 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
12 personal inconvenience, sickness and illness, all to NAVA's damages in an amount according to proof.
13 Such harm was exacerbated by Defendants' retaliatory conduct following NAVA's complaints
14 regarding unsafe working conditions.

15 87. The conduct of Defendants in retaliating against NAVA and/or wrongfully terminating
16 him subjected NAVA to cruel and unjust hardship in conscious disregard of NAVA's rights, as it was
17 anticipated by Defendants that NAVA would suffer damages in the foreseeable future. NAVA is
18 informed and believes, and based thereon alleges, that Defendants' conduct against NAVA was done
19 with an intent to cause injury to NAVA. Moreover, the malicious, fraudulent and/or oppressive conduct
20 was engaged in, authorized or ratified by officers, directors or managing agents of the company and/or
21 by the members, managers, officers, directors, and/or managing agents of the limited liability company
22 Defendants and/or was the result of the application of unlawful, malicious or oppressive policies. As a
23 consequence of the aforesaid oppressive, malicious, and despicable conduct, NAVA is entitled to an
24 award of punitive damages against Defendants in a sum to be shown according to proof at trial. Such
25 conduct includes Defendants' conscious disregard of known safety risks to NAVA and other employees.

26 88. As a proximate result of the wrongful acts of Defendants, NAVA has been forced to hire
27 attorneys to prosecute his claims herein and has incurred and is expected to continue to incur attorneys'

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1 fees and costs in connection therewith. As a result, to the extent applicable and according to proof,
2 pursuant to *Labor Code* §§ 2699(g) and 2699.5, NAVA is entitled to recover attorneys' fees and costs.

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4 **THIRD CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
6 **(BY PLAINTIFFS AGAINST NORTH HILLS, STINKIN, DOWNEY, INGLEWOOD,**
7 **PARAMOUNT, WEST COVINA, WHITTIER AND DOES 1-20**

8 89. As a separate and distinct cause of action, Plaintiffs complain and reallege all of the
9 allegations contained in this complaint, and incorporate them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

11 90. California law prohibits termination or other adverse employment actions against
12 employees for reasons that violate public policy. Plaintiffs are informed and believe and thereon allege
13 that Defendants violated public policy by terminating their employment for reasons that violate the
14 fundamental public policies of the State of California.

15 91. Defendants' termination of Plaintiffs' employment violated California statutes and/or
16 common law that inure to the benefit of the public at large and are a statement of California public
17 policy, including, but not limited to, California *Labor Code* §§ 232.5, 1102.5 & 6310, *Labor Code* §
18 351, *Health and Safety Code* §§ 113980, 114259, and 114259.1, *Business and Professions Code* §
19 25658(a), and other related statutes and common law. *Labor Code* § 6310 applies specifically to
20 NAVA's complaints regarding unsafe and unhealthy working conditions. These laws, statutes and their
21 interpretative regulations inure to the benefit of the public at large and embody fundamental public
22 policy of the State of California and/or the United States.

23 92. At all times, Defendants, acting at least partially in response to learning of Plaintiffs'
24 complaints including, but not limited to, unpaid tips, health and safety hazards, and the unlawful
25 furnishing of alcoholic beverages to underage customers, took actions to further discriminate and
26 retaliate against Plaintiffs, and, ultimately, terminated them without legitimate justification. Plaintiffs
27 reasonably believed that the conduct they reported violated California law and threatened the rights,
28 health, safety, and welfare of employees, customers, and the public. Plaintiffs are informed and believe,

1 and thereon allege, that Defendants' stated reasons for terminating them were false and pretextual and
2 were intended to conceal Defendants' retaliatory motives. In so doing, and wrongfully terminating
3 Plaintiffs, Defendants have violated well known public policies meant to protect Plaintiffs, and the
4 public at large, from such conduct.

5 93. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiffs
6 have suffered actual, consequential, and incidental financial losses, including without limitation, loss of
7 income, earnings, salary, benefits, the intangible loss of employment-related opportunities in their field,
8 and damage to their professional reputation, all in an amount subject to proof at the time of trial.
9 Plaintiffs claim such amounts as damages, including all prejudgment interest on the same.

10 94. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiffs have
11 sustained and continue to suffer emotional and physical injuries, including related emotional and
12 physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and illness, etc.,
13 all to Plaintiffs' damages in an amount to be shown according to proof.

14 95. The conduct of Defendants in wrongfully terminating Plaintiffs subjected Plaintiffs to
15 cruel and unjust hardship in conscious disregard of Plaintiffs' rights, as it was anticipated by Defendants
16 that Plaintiffs would suffer damages in the foreseeable future. Plaintiffs are informed and believe, and
17 based thereon allege, that Defendants' conduct against Plaintiffs was done with an intent to cause injury
18 to Plaintiffs. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized
19 or ratified by officers, directors or managing agents of Defendants, including the members, managers,
20 officers, directors, and/or managing agents of the limited liability company Defendants, and/or was the
21 result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence
22 of the aforesaid oppressive, malicious, and despicable conduct, Plaintiffs are is entitled to an award of
23 punitive damages against Defendants in a sum to be shown according to proof at trial.

24 96. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees which
25 they are entitled to recover pursuant *Code of Civil Procedure* §1021.5.

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1 **FOURTH CAUSE OF ACTION**

2 **DEFAMATION**

3 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

4 97. As a separate and distinct cause of action, Plaintiffs complain and reallege all of the
5 allegations contained in this complaint, and incorporate them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 98. During Plaintiffs' employment and in connection with their terminations, Defendants,
8 including CAMPOS, made both in writing and verbally certain untrue statements about Plaintiffs,
9 including, but not limited to, statements that Plaintiffs engaged in misconduct, including
10 smoking/vaping in the walk-in cooler. These untrue statements were made by Defendants, including
11 CAMPOS, to each other and to other employees of Defendants, including individuals who did not have
12 a legitimate business need to know such information. Moreover, Defendants, including CAMPOS,
13 knowingly made these false accusations against Plaintiffs, all as part of Defendants' intentional efforts
14 to retaliate against Plaintiffs for complaining about Defendants' unlawful wage practices and other
15 unlawful conduct.

16 99. At all times, Defendants, including CAMPOS, knew their statements regarding Plaintiffs'
17 alleged conduct and supposed violations of policy to be false and disparaging of Plaintiffs, or acted with
18 reckless disregard for the truth or falsity of such statements. Despite the knowledge of the falsity of such
19 statements, Defendants published these false statements and, worse, relied on these intentionally false
20 and disparaging statements to retaliate against, suspend, and wrongfully terminate Plaintiffs. At all
21 times, Defendants made such false statements against Plaintiffs as acts of retaliation simply because they
22 no longer wanted to employ Plaintiffs due to their protected activity and opposition to Defendants'
23 unlawful conduct.

24 100. Defendants, including CAMPOS, made, drafted, and executed communications
25 supporting Plaintiffs' wrongful termination, including written termination-related communications,
26 which published the false statements that Plaintiffs had engaged in misconduct, among other knowingly
27 false accusations. At all times, Defendants' stated reasons for wrongfully terminating Plaintiffs were
28 false and pretextual rationales meant to disguise Defendants' malice and retaliatory motives. At the time

1 of Plaintiffs' wrongful termination, Defendants knew Plaintiffs had complied with Defendants' policies
2 and practices and that Plaintiffs were competent and effective employees. Regardless, and despite
3 knowing the falsity of their statements, Defendants published them anyway.

4 101. On information and belief, Defendants, including CAMPOS, caused to be published false
5 and unprivileged communications to third parties which directly and intentionally injured Plaintiffs in
6 their personal, business, and professional reputations. On information and belief, Defendants made
7 knowing and intentional untrue statements to third parties, including non-managerial employees of
8 Defendants who had no legitimate need to know such information. Defendants drafted and executed
9 written documents related to Plaintiffs' wrongful termination which published and communicated the
10 false statements that Plaintiffs were terminated for allegedly smoking/vaping in the walk-in cooler and
11 engaging in misconduct, when, in fact, Plaintiffs never engaged in such conduct and were actually
12 wrongfully terminated because they refused to engage in, and/or complained about, Defendants'
13 unlawful conduct. The identities of additional persons to whom the statements were published are
14 presently within Defendants' knowledge and will be established through discovery.

15 102. Such statements made by Defendants, including CAMPOS, as alleged above, were
16 patently false and known to be false at the time they were made. Defendants had no reasonable basis for
17 believing the defamatory statements to be true and, in fact, knew the statements to be false. Regardless,
18 Defendants, including CAMPOS, published these false statements knowingly and/or with reckless
19 disregard for their truth or falsity. As a result of publishing said statements, and as further acts of
20 retaliation, Defendants then relied on such false statements to wrongfully terminate Plaintiffs, damaging
21 Plaintiffs as a result.

22 103. With actual knowledge of the falsity of the statements made, as described herein,
23 Defendants published the defamatory statements to third parties nonetheless, evidencing such statements
24 were made with actual malice. To the extent any defamatory statements were or could have been
25 protected by a qualified privilege, including the common-interest privilege under *Civil Code* § 47(c),
26 Defendants' actual malice, retaliatory motives, and over-publication despite knowledge of the falsity of
27 such statements, all as described herein, destroyed any such qualified privilege the statements may
28 otherwise enjoy.

1 104. The third parties, including Defendants themselves, their managers and/or their decision
2 makers, hearing and/or reading such statements, understood them and believed them to be true because
3 of the authoritative credibility of Defendants, and because of Plaintiffs' status as employees who were
4 supervised by Defendants.

5 105. The false statements published by Defendants were libelous on their face pursuant to
6 California *Civil Code* §§ 45 and 45a and/or slanderous per se pursuant to California *Civil Code* § 46(3).
7 Alternatively, the oral statements were actionable pursuant to Civil Code § 46(5) because they caused
8 actual damage to Plaintiffs.

9 106. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and
10 continue to suffer actual, consequential, and incidental financial losses, including without limitation loss
11 of income, earnings, salary, and benefits, and the intangible loss of employment-related opportunities in
12 their respective fields and damage to their professional reputations, the exact amount of which is not yet
13 known and will be shown according to proof at the time of trial. Plaintiffs also claim such amounts as
14 damages pursuant to *Civil Code* §§ 3287, 3288 and/or other statutes providing for prejudgment interest.

15 107. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiffs have
16 sustained and continue to suffer emotional injuries, emotional distress, and physical injuries, including
17 related emotional and physical trauma, pain and suffering, personal inconvenience, sickness and illness,
18 etc., all to Plaintiffs' damages in an amount to be shown according to proof at trial.

19 108. The conduct of Defendants in publishing false and defamatory statements to third parties,
20 as described herein, subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs'
21 rights, as it was anticipated by Defendants that Plaintiffs would suffer damages in the foreseeable future.
22 Plaintiffs are informed and believe, and based thereon allege, that Defendants' conduct against Plaintiffs,
23 as described herein, was done with an intent to cause injury to Plaintiffs. Moreover, the malicious,
24 fraudulent, and/or oppressive conduct was engaged in, authorized or ratified by officers, directors, or
25 managing agents of the corporation, including CAMPOS, and/or by the members, managers, officers,
26 directors, and/or managing agents of the limited liability company Defendants, and/or was the result of
27 the application of unlawful, malicious, or oppressive policies and procedures. As a consequence of the

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1 aforesaid oppressive, malicious, and despicable conduct, Plaintiffs are entitled to an award of punitive
2 damages in a sum to be shown according to proof at trial.

3 109. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees which
4 they are entitled to recover pursuant to *Code of Civil Procedure* § 1021.5.

5
6 **FIFTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE §§ 226.7(A) & 512**

8 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

9 110. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
10 allegations contained in this complaint, and incorporate them by reference into this cause of action as
11 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

12 111. At all times herein set forth, *Labor Code* § 218 authorizes employees to sue directly for
13 any wages or penalties due to them under the California *Labor Code*.

14 112. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
15 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
16 employer, who violates, or causes to be violated" sections 226.7 & 512 "may be held liable as the
17 employer for such violation." This includes any owner, director, officer, or managing agent of the
18 employer. Plaintiff is informed and believes, and thereupon alleges, that CAMPOS was an owner,
19 director, officer, and/or managing agent of Defendants, such that she is liable for the violations of the
20 *Labor Code* alleged herein.

21 113. At all times herein set forth, the California Industrial Wage Commission Order and *Labor*
22 *Code* §§ 226.7(a) and 512 were applicable to Plaintiffs' employment by Defendants.

23 114. At all times herein set forth, *Labor Code* § 226.7(a) provides that no employer shall
24 require an employee to work during any meal or rest period mandated by an applicable order of the
25 California Industrial Welfare Commission.

26 115. At all times herein set forth, *Labor Code* § 512(a) provides that an employer may not
27 employ an employee for a work period of more than five (5) hours per day without providing the
28 employee with a meal period of not less than thirty (30) minutes, except that if the total work period per

1 day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent
2 of both the employer and the employee. The applicable Industrial Wage Commission Wage Orders
3 provide that unless the employee is relieved of all duty during his or her thirty-minute meal period, the
4 meal period shall be considered an "on duty" meal period that is counted as hours worked.

5 116. At all times set forth, California *Labor Code* § 512(a) further provides that an employer
6 may not employ an employee for a work period of more than ten (10) hours per day without providing
7 the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours
8 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
9 the employer and the employee only if the first meal period was not waived. The applicable Industrial
10 Wage Commission Wage Orders provide that unless the employee is relieved of all duty during his or
11 her thirty-minute meal period, the meal period shall be considered an "on duty" meal period that is
12 counted as hours worked.

13 117. During the relevant time period, Plaintiffs, who were scheduled to work for a period of
14 time in excess of six (6) hours and who did not waive their legally mandated meal periods by mutual
15 consent, were required to work for periods longer than five (5) hours without a meal period of not less
16 than thirty (30) minutes. Likewise, Plaintiffs, who were scheduled to work in excess of ten (10) hours
17 but not longer than twelve (12) hours, and who did not waive their legally mandated meal periods by
18 mutual consent, were required to work in excess of ten (10) hours without receiving a second meal period
19 of not less than thirty (30) minutes. Defendants failed to relieve Plaintiffs of all duty during meal periods
20 and failed to provide timely, compliant meal periods. As alleged herein, Plaintiffs were regularly denied,
21 discouraged from taking, and/or required to work during their first and second meal periods because of
22 Defendants' staffing, scheduling, and workplace practices.

23 118. During the relevant time period, Defendants required Plaintiffs to work in excess of eight
24 (8) hours without providing two uninterrupted ten (10) minute rest periods. During the relevant time
25 period, Defendants required Plaintiffs to work during rest periods and failed to compensate Plaintiffs for
26 working without taking their rest breaks every workday. Defendants' conduct violates applicable orders
27 of the California Industrial Wage Commission, and *Labor Code* §§ 226.7(b).

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119. Defendants' conduct violates applicable orders of the California Industrial Wage Commission, and California *Labor Code* §§ 226.7(a) and 512(a).

120. Pursuant to California *Labor Code* §§ 226.7(b) & 1194 and *Civil Code* §§ 3287(b) and 3289, Plaintiffs 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 periods were not provided, interest on such compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.

SIXTH CAUSE OF ACTION

VIOLATION OF *LABOR CODE* §§ 510 & 1194

(BY HERNANDEZ AGAINST ALL DEFENDANTS AND DOES 1-20)

121. As a separate and distinct cause of action, HERNANDEZ complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

122. At all times herein set forth, *Labor Code* § 218 authorizes employees to sue directly for any wages or penalties due to them under the California *Labor Code*. *Labor Code* § 1194 further provides employees with a private right of action to recover unpaid overtime compensation.

123. At all times herein set forth, the California Industrial Wage Commission Order and *Labor Code* § 510 were applicable to HERNANDEZ's employment by Defendants.

124. At all relevant times, *Labor Code* § 558.1 was in full force and effect and was binding upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an employer, who violates, or causes to be violated” sections 510 & 1194 “may be held liable as the employer for such violation.” This includes any owner, director, officer, or managing agent of the employer. HERNANDEZ is informed and believes, and thereupon alleges, that CAMPOS, and DOES 1–20, are owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for the overtime violations alleged herein. CAMPOS exercised control over payroll practices, scheduling, and compensation policies and knowingly permitted the failure to properly compensate Plaintiff for overtime hours worked.

1 125. At all times herein set forth, *Labor Code* § 510 provides that no employer shall require
2 an employee to work in excess of eight hours in one workday and in excess of forty hours in one
3 workweek at less than one and one-half times the regular rate of pay for the employee. Furthermore, no
4 employer shall require an employee to work on the seventh day of work in any one workweek at less
5 than one and one-half times the regular rate of pay for the employee. *Labor Code* § 510 further requires
6 double time compensation under applicable circumstances.

7 126. During the relevant time period, Defendants had required HERNANDEZ to work in
8 excess of eight (8) hours in a workday and of forty (40) hours in one workweek. HERNANDEZ routinely
9 worked overtime hours, including shifts exceeding eight (8) hours per day and/or forty (40) hours per
10 week, without receiving proper overtime compensation.

11 127. During the relevant time period, Defendants failed to compensate HERNANDEZ at the
12 required overtime rate when they worked overtime. Defendants further failed to properly calculate the
13 regular rate of pay by excluding non-discretionary compensation and/or all hours worked, thereby
14 resulting in underpayment of overtime wages.

15 128. Defendants' conduct violates applicable orders of the California Industrial Wage
16 Commission, and *Labor Code* §§ 510.

17 129. Pursuant to *Labor Code* § 1194, HERNANDEZ is entitled to recover from Defendants
18 back pay plus interest, reasonable attorney's fees, and costs of suit. HERNANDEZ is further entitled to
19 recover all unpaid overtime wages at the applicable premium rates according to proof.

20
21 **SEVENTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE §§ 2800 & 2802**

23 **(BY HERNANDEZ AGAINST ALL DEFENDANTS AND DOES 1-20)**

24 130. As a separate and distinct cause of action, HERNANDEZ complains and realleges all the
25 allegations contained in this complaint and incorporates them by reference into this cause of action as
26 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

27 131. *Labor Code* § 2802 requires employers to indemnify their employees for all necessary
28 expenditures or losses incurred by the employee in direct consequence of the discharge of their duties,

1 or of their obedience to the directions of the employer. Similarly, *Labor Code* § 2800 requires employers
2 to indemnify employees for losses caused by the employer's want of ordinary care.

3 132. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
4 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
5 employer, who violates, or causes to be violated" sections 2800 & 2802 "may be held liable as the
6 employer for such violation." This includes any owner, director, officer, or managing agent of the
7 employer. Plaintiff is informed and believes, and thereupon alleges, that CAMPOS was an owner,
8 director, officer, and/or managing agent of the other Defendants, such that she is liable for the violations
9 of the *Labor Code* alleged herein.

10 133. At all times relevant in this action, HERNANDEZ was required by Defendants to
11 purchase her own uniforms for the benefit of Defendants, without any reimbursement of her costs.

12 134. At no point during HERNANDEZ's employment, or since, did Defendants reimburse or
13 indemnify Plaintiff for costs arising from these job necessities. Accordingly, such business expense
14 reimbursements are still owed by Defendants to HERNANDEZ to this day.

15 135. As a direct and proximate cause of Defendants' failure to indemnify, HERNANDEZ has
16 suffered money damages in an amount to be determined at trial. HERNANDEZ is entitled to recover
17 such amount, plus interest thereon, attorneys' fees, and costs.

18
19 **EIGHTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(A)**

21 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

22 136. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
23 allegations contained in this complaint and incorporates them by reference into this cause of action as
24 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

25 137. At all times herein set forth, *Labor Code* § 226 requires employers to provide employees
26 with accurate wage statements, which include all wages earned.

27 138. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
28 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an

1 employer, who violates, or causes to be violated” section 226 “may be held liable as the employer for
2 such violation.” This includes any owner, director, officer, or managing agent of the employer. Plaintiff
3 is informed and believes, and thereupon alleges, that CAMPOS was an owner, director, officer, and/or
4 managing agents of the other Defendants, such that they are liable for the violations of the *Labor Code*
5 alleged herein.

6 139. Defendants violated *Labor Code* § 226 when Defendants failed to report premium pay
7 for missed meal and rest breaks, for overtime periods, for missed reimbursements, and for tips, resulting
8 from Defendants’ violations of *Labor Code* §§ 226.7, 351, 510, 512, 558, 1194, 2800, and 2802, on each
9 of Plaintiffs’ wage statements.

10 140. Pursuant to *Labor Code* § 226, Defendants are liable for “the greater of all actual damages
11 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100)
12 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
13 (\$4,000).”

14 141. Pursuant to *Labor Code* § 226, Plaintiffs are entitled to recover the maximum penalty of
15 four thousand dollars (\$4,000), costs, and reasonable attorney’s fees.

16
17 **NINTH CAUSE OF ACTION**

18 **VIOLATION OF *LABOR CODE* §§ 201 & 203**

19 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

20 142. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
21 allegations contained in this complaint and incorporates them by reference into this cause of action as
22 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

23 143. At all times herein set forth, California *Labor Code* § 201 provides that if an employee
24 involuntarily ends their employment with an employer, the wages earned and unpaid at the time their
25 employment ends are due and payable at the time of the employee’s termination. Similarly, California
26 *Labor Code* § 202 provides that if an employee voluntarily ends their employment with an employer,
27 the wages earned and unpaid at the time their employment ends are due and payable within seventy-two
28 (72) hours of the employee’s separation of employment.

1 144. At all relevant times, *Labor Code* §558.1 was in full force and effect and was binding
2 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
3 employer, who violates, or causes to be violated” sections 201, 202 & 203 “may be held liable as the
4 employer for such violation.” This includes any owner, director, officer, or managing agent of the
5 employer. Plaintiff is informed and believes, and thereupon alleges, that CAMPOS was an owner,
6 director, officer, and/or managing agent of the other Defendants, such that they are liable for the
7 violations of the *Labor Code* alleged herein.

8 145. During the relevant time period, in violation of California *Labor Code* §§ 201 & 202,
9 Defendants failed to pay Plaintiffs their wages earned and unpaid as of the day they were terminated
10 and/or within 72 hours of their last day of work.

11 146. California *Labor Code* § 203 provides that if an employer willfully fails to pay, without
12 abatement or reduction, in accordance with *Labor Code* §§ 201 & 202, any wages of the employee shall
13 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is
14 commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these
15 penalties at any time before the expiration of the statute of limitations on an action for the wages from
16 which the penalties arise.

17 147. Pursuant to California *Labor Code* § 203, Plaintiffs are entitled to recover from
18 Defendants the statutory penalty for each day he was not paid at her regular rate of pay for up to a thirty
19 (30) day maximum.

20 148. Plaintiffs are entitled to recover all unpaid wages, and such general and special damages
21 as may be appropriate, as well as interest on all due and unpaid wages, accrued from the date that the
22 wages were due and payable, at the rate of interest specified in subdivision (b) of § 3289 of the *Civil*
23 *Code*, and an award of reasonable of costs and reasonable attorneys’ fees.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF *LABOR CODE* § 558.1**

3 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1–20)**

4 149. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
5 allegations contained in this complaint and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

7 150. At all times herein set forth, California *Labor Code* § 558.1(a) provides that “[a]ny
8 employer or other person acting on behalf of an employer, who violates, or causes to be violated, any
9 provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare
10 Commission, or violates, or causes to be violated, [*Labor Code* §§ 201-203, 204, 226, 226.7, 351, 510,
11 512, 1194, 2800 and 2802, may be held liable as the employer for such violation. Moreover, pursuant to
12 California *Labor Code* § 558.1(a), “the term ‘other person acting on behalf of an employer’ is limited to
13 a natural person who is an owner, director, officer, or managing agent of the employer, and the term
14 “managing agent” has the same meaning as in [California *Civil Code* § 3294(b)].”

15 151. At all times herein, Defendants violated *Labor Code* §§ 201-203, 204, 226, 226.7, 351,
16 510, 512, 1194, 2800 and/or 2802, as well as the relevant and/or related Industrial Wage Commission
17 Wage Orders, as such pertained to Plaintiffs’ work performed for the benefit of Defendants.

18 152. At all times herein, PLAINTIFF is under the belief that CAMPOS is an owner, officer,
19 executive, director and/or managing agent of Defendants, acted on behalf of Defendants in engaging in
20 conduct which violated, and/or caused Defendants to violate, *Labor Code* §§ 201-203, 204, 226, 226.7,
21 351, 510, 512, 1194, 2800 and/or 2802, as well as the relevant and/or related Industrial Wage
22 Commission Wage Orders, as such pertained to Plaintiffs’ work performed for the benefit of
23 Defendants.

24 153. As a result of Defendants’, each of Defendants’ violations of *Labor Code* § 558.1(a),
25 pursuant to *Labor Code* § 558, Plaintiffs are entitled to recover from all Defendants, individually and/or
26 collectively, all monies and/or statutory penalties owed to Plaintiffs which are unpaid, and, additionally,
27 the sum of fifty dollars (\$50) for the initial pay period for which Plaintiffs were underpaid in addition to
28 an amount sufficient to recover the underpaid wages from said initial pay period, and the sum of \$100

1 for each subsequent pay period thereafter for which Plaintiffs were underpaid in addition to an amount
2 sufficient to recover all underpaid wages during said subsequent pay periods.

3
4 **ELEVENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **IN VIOLATION OF *BUSINESS & PROFESSIONS CODE* §§ 17200, ET SEQ.**

7 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1–20)**

8 154. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
9 allegations contained in this complaint and incorporates them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

11 155. Defendants’ violations of Title 8, California Code of Regulations, § 11050, Industrial
12 Welfare Commission Wage Order No. 5-2001, *Labor Code* §§ 201, 203, 204, 226, 226.7, 351, 510, 512,
13 1194, 1197, 2800, 2802 and other applicable provisions, as alleged herein, including Defendants’ failure
14 and refusal to pay overtime wages, provide uninterrupted meal and rest periods, to reimburse for
15 uniforms, to provide full payment of gratuities, and to maintain complete and accurate payroll records
16 for Plaintiffs, as applicable to each Plaintiff, constitute unlawful and unfair business practices in
17 violation of *Business & Professions Code* §§ 17200, et seq. Each statutory and regulatory violation
18 alleged herein constitutes an independent predicate unlawful business act or practice under *Business and*
19 *Professions Code* § 17200.

20 156. At all relevant times, *Labor Code* § 558.1 was in full force and effect and was binding
21 upon Defendants and each of them. This statute provides that “any employer or other person acting on
22 behalf of an employer, who violates, or causes to be violated” any provision regulating minimum wages
23 or hours and days of work in an applicable Industrial Welfare Commission Wage Order, or *Labor Code*
24 §§ 203, 226, 226.7, 1193.6, 1194, or 2802, “may be held liable as the employer for such violation.” This
25 includes any owner, director, officer, or managing agent of the employer. Plaintiffs are informed and
26 believe, and thereupon allege, that CAMPOS was an owner, director, officer, and/or managing agent of
27 the other Defendants, such that she is liable for the violations of the *Labor Code* alleged herein that fall

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1 within the scope of *Labor Code* § 558.1. Plaintiffs further allege that CAMPOS personally participated
2 in, authorized, directed, and/or caused the unfair business practices alleged herein.

3 157. As a result of Defendants' unfair business practices, Defendants have reaped unfair
4 benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should be
5 made to disgorge their ill-gotten gains to the extent such gains constitute restitutionary monies or
6 property in which Plaintiffs possess an ownership interest, and restore such monies to Plaintiffs,
7 including unpaid wages, meal and rest period premiums, unreimbursed necessary business expenses,
8 unlawfully withheld gratuities, and other compensation wrongfully withheld from Plaintiffs.
9 Defendants' unfair business practices entitle Plaintiffs to seek preliminary and permanent injunctive
10 relief, to the extent available under applicable law, including but not limited to orders that the
11 Defendants account for, disgorge, and restore to the Plaintiffs the owed compensation and other monies
12 and benefits unlawfully withheld from them. Plaintiffs seek restitution of all money and property
13 acquired by Defendants through their unlawful and unfair business practices, together with prejudgment
14 interest and all other equitable relief authorized by *Business and Professions Code* § 17203.

15
16 **TWELFTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEY GENERAL ACT**

18 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

19 158. As a separate and distinct cause of action, Plaintiffs complain and reallege all the
20 allegations contained in this complaint and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

22 159. Under California's Private Attorney General Act ("PAGA"), codified per *Labor Code* §
23 2699, Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of
24 themselves and other current or former employees, seeking statutory civil penalties for Defendants'
25 violations of the California *Labor Code*.

26 160. Plaintiffs were and are aggrieved employees within the meaning of PAGA and *Labor*
27 *Code* § 2699(c), in that they were employed by the alleged violators and personally suffered each of the
28 violations alleged herein during the applicable statutory period, and are therefore authorized to pursue

1 representative claims for civil penalties on behalf of themselves and other current or former employees
2 against whom violations of the same provisions were committed.

3 161. On June 17, 2026, more than 65 calendar days before filing this First Amended
4 Complaint, Plaintiffs gave written notice by online filing with the LWDA and provided notice via
5 certified mail to Defendants of the specific provisions of the California *Labor Code* that Defendants
6 violated, thereby satisfying the requirements of PAGA and *Labor Code* § 2699.3.

7 162. As of the filing of this Complaint, Plaintiffs have not received any notice from the
8 LWDA that it intends to investigate or prosecute the alleged violations. Consequently, Plaintiffs may
9 now commence this civil action pursuant to PAGA and *Labor Code* § 2699.3.

10 163. As a direct and proximate result of Defendants' California *Labor Code* violations set
11 forth in this Complaint, Plaintiffs and other aggrieved employees are entitled to recover civil penalties as
12 provided by PAGA and *Labor Code* § 2699(f) and by the specific *Labor Code* provisions that expressly
13 provide for penalties. For violations not otherwise penalized, Plaintiffs seek civil penalties, in the
14 amounts permitted by applicable law and subject to any applicable statutory increases, reductions,
15 limitations, or cure provisions.

16 164. Plaintiffs further seek reasonable attorney's fees and costs pursuant to *Labor Code* §
17 2699(k)(1). Any civil penalties recovered shall be distributed in accordance with *Labor Code* § 2699(m),
18 including 65 percent to the LWDA and 35 percent to the aggrieved employees.

19
20 **JURY TRIAL DEMANDED**

21 Plaintiffs demand trial of all issues by jury.
22

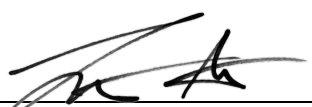
23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiffs, and each of them, seek judgment against Defendants and DOES 1-
25 20, each of them, in an amount according to proof, as follows:

- 26 1. For general damages, in the amount of no less than \$10,000,000.00, according to proof;
27 2. For special damages, in the amount of no less than \$10,000,000.00, according to proof;
28

- 1 3. For actual, consequential, and incidental damages, in the amount of no less than
2 \$10,000,000.00, according to proof;
- 3 4. For all compensation and statutory penalties owed due to violations of the *Labor Code*
4 and/or the PAGA, in the amount of no less than \$10,000,000.00, according to proof;
- 5 5. For past and/or future economic damages, including all past and/or future lost earnings,
6 wages, and/or benefits, in the amount of no less than \$10,000,000.00, according to proof;
- 7 6. For past and/or future non-economic damages, including all past and/or future physical
8 injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than
9 \$10,000,000.00, according to proof;
- 10 7. For punitive and/or exemplary damages, in the amount necessary to punish Defendants
11 sufficiently so to adequately deter any of their future unlawful conduct, according to proof;
- 12 8. For prejudgment interest on each of the foregoing at the legal rate from the date the
13 obligation became due through the date of judgment in this matter;
- 14 9. For attorneys' fees, costs of suit and expert costs and fees, according to proof;
- 15 10. For post-judgment interest; and
- 16 11. For any other relief that is just, proper, and herein pleaded.

17
18 Dated: August 25, 2026



KAVERI S. ELIHU, ESQ.
DANIEL J. FRIEDMAN, ESQ.
LUIS GUARDADO, ESQ.
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
Attorneys for Plaintiffs, Edgar Manuel Nava Bernabe, *et al.*