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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

Attorneys for Plaintiff Charlene Souza

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

CHARLENE SOUZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

APPLEONE, INC., a California corporation;
ATLAS TITLE COMPANY, a California
corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **26ST CV 26009**

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 226;**
- (4) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (5) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**
- (6) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

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

7 **INTRODUCTION**

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

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

17 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
18 severally acted intentionally and with deliberate indifference and conscious disregard to the
19 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
20 all minimum and overtime wages; (3) failing to provide accurate wage statements; and (4)
21 failing to pay all wages due and owing upon termination of employment.

22 **JURISDICTION AND VENUE**

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

28 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, 510, 512, 1194, 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 an hourly-paid, nonexempt employee within the statutory time period and separated during the relevant Terminated Employee Subclass time frame.

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

12. 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

1 general public and the Class to be subject to the illegal employment practices, wrongs and
2 injuries complained of herein.

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

10 **14.** As such and based upon all the facts and circumstances incident to Defendants’
11 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
12 510, 512, 1194, the applicable IWC Wage Order, and the UCL.

13 **CLASS ACTION ALLEGATIONS**

14 **15. Definition:** Plaintiff seeks class certification pursuant to California Code of
15 Civil Procedure section 382 of a class of all hourly-paid, non-exempt employees of Defendants
16 who worked in California during the period from August 17, 2022, to the present, including the
17 following Subclasses:

18 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
19 Defendants who worked one or more shifts in excess of six (6) hours in
20 California during the period from August 17, 2022, to the present;

21 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
22 Defendants who worked one or more shifts in excess of six (6) hours in
23 California without receiving a 30-minute break during which they were
24 relieved of all duties, during the period from August 17, 2022, to the
25 present;

26 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
27 Defendants who worked one or more shifts of three and one-half (3.5)
28 hours or more in California during the period from August 17, 2022, to

the present;

As an alternative to Subclass (b): 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 without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period August 17, 2022, to the present;

(c) Overtime Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from August 17, 2022, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from August 17, 2022, to the present;

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

(e) Wage Statement Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of August 17, 2023, to the present;

(f) Terminated Employee Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of August 17, 2023, to the present;

16. 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.

17. 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.

18. 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; 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.

19. 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.

20. 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, 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 mandated rest breaks. Plaintiff worked at least one shift over eight hours during which they were not paid for all hours worked and not paid at the correct rate of pay for all hours worked, including overtime hours worked. Plaintiff received wage statements during their employment. Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid

1 all wages due and owing them upon termination.

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

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

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

27 **24.** Such a pattern, practice and administration of corporate policy regarding illegal
28 employee compensation described herein is unlawful and creates an entitlement to recovery by

1 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
2 amount of minimum and overtime wages, meal period and rest break premiums, and penalties,
3 including interest thereon, attorneys' fees and costs of suit, as well as consequential damages.

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

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

10 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

27 **31.** Defendants willfully failed to pay employees whom they did provide the
28 opportunity to take meal periods and rest breaks the premium compensation set out in Labor

Code section 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses (a), (b), (e), and (f) are owed wages for meal period and rest break premiums as set forth above.

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

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 510 AND 1194

REGARDING OVERTIME AND MINIMUM WAGES

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

SUBCLASSES (c), (d), (e), and (f))

33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 as though fully set forth herein.

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

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

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

37. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid balance of the full amount of minimum wages owing, including liquidated damages, interest,

attorneys' fees, and costs of suit according to the mandate of California Labor Code section 1194.

THIRD CAUSE OF ACTION

REGARDING RECORD KEEPING

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

38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as though fully set forth herein.

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

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

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

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 201 to 204

REGARDING WAITING TIME PENALTIES

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

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

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

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

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

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

16 **FIFTH CAUSE OF ACTION**

17 **VIOLATION OF PAGA**

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

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

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

27 **49.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
28 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as

1 permitted by PAGA through a representative action pursuant to the PAGA and the California
2 Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not
3 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
4 Procedure section 382.

5 **50.** On June 11, 2026, Plaintiff provided written notice to the LWDA and
6 Defendants of the specific provisions of the Labor Code they contend were violated, and the
7 theories supporting their contentions. To date, they have not received a response.

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

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

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

17 **53.** During the relevant time period, Defendants failed to provide all required meal
18 periods and rest breaks to Plaintiff and other aggrieved employees by failing to actively relieve
19 employees of duty and failing to provide any reasonable opportunity to take meal periods or
20 rest breaks. Defendants further provided non-compliant meal breaks on an untimely basis.
21 Defendants further failed to pay meal period and rest break premium wages for missed meal
22 periods and rest breaks.

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

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

27 **55.** During the relevant time period, Defendant failed to compensate Plaintiff and
28 other aggrieved employees for all hours worked, in particular, the time spent working through

1 recorded meal periods as well as off-the-clock onboarding. Thus, Defendant did not provide
2 Plaintiff or aggrieved employees with the minimum and overtime wages to which they were
3 entitled.

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

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

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

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

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

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

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

18 **60.** At all times relevant herein, Defendants were required to keep *accurate* records
19 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
20 1174(d), and to produce records upon request within the time required by Labor Code section
21 226(c).

22 **61.** As a result of Defendants' various Labor Code violations, Defendants failed to
23 keep accurate records regarding Plaintiff and other similarly-situated current and former
24 employees. For example, Defendants failed in their affirmative obligation to keep accurate
25 records regarding Plaintiff and other similarly-situated current and former employees' gross
26 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
27 number of hours worked at each hourly rate.
28

Penalties

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

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

64. 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;

65. 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;

66. 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;

67. 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;

68. 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;

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

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

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

1 **SIXTH 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 72. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 71 as
6 though fully set for herein.

7 73. 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, and (4) all wages due and owing upon termination of employment.

12 74. Defendants' utilization of such business practices constitutes unfair, unlawful
13 competition and provides an unfair advantage over Defendants' competitors.

14 75. The acts complained of herein occurred within the last four years preceding the
15 filing of the complaint in this action.

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

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

25 **PRAYER FOR RELIEF**

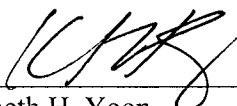
26 WHEREFORE, Plaintiff prays for judgment for themselves and all others on
27 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

28 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 damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;
8. Upon the Fifth 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, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 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;
9. 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
10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, 1194, PAGA and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

1 Dated: August 17, 2026

YOON LAW, APC

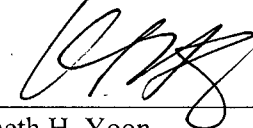
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3 
4 Kenneth H. Yoon
Attorneys for Plaintiff Charlene Souza

5
6 **DEMAND FOR JURY TRIAL**

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

9
10 Dated: August 17, 2026

YOON LAW, APC

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12 Kenneth H. Yoon
13 Attorneys for Plaintiff Charlene Souza
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