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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

AUDRYANNA FUNDERBURG,
individually, and on behalf of herself and
all others similarly situated,

Plaintiff,

v.

DOLLAR TREE, INC., a Virginia
Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Class Action: Failure to Pay Minimum Wages;**
- 2) **Class Action: Failure to Pay On-Call Time Wages;**
- 3) **Class Action: Failure to Pay Overtime Wages**
- 4) **Class Action: Failure to Authorize and Provide Lawful Meal Periods;**
- 5) **Class Action: Failure to Authorize and Permit Rest Periods;**
- 6) **Class Action: Failure to Reimburse for Necessary Expenditures;**
- 7) **Class Action: Failure to Timely Pay all Wages at Separation;**
- 8) **Class Action: Failure to Provide Accurate Itemized Wage Statements;**
- 9) **Class Action: Violation of California's Unfair Competition Law;**

DEMAND FOR JURY TRIAL

1 **NATURE OF CLAIM**

2 1. Plaintiff AUDRYANNA FUNDERBURG (“Plaintiff”) brings this wage and hour
3 class action on behalf of herself and a proposed Class of all current or previous non-exempt
4 employees who were employed in the state of California against Defendants DOLLAR TREE,
5 INC., a Virginia corporation (“Dollar Tree”), and Does 1-10 (collectively, “Defendants”) for
6 implementing uniform, unlawful policies and practices that deprived Plaintiff and Class Members
7 of wages and benefits to which they are entitled under the law.

8 2. Plaintiff, on behalf of herself and all Class Members, brings this Class Action
9 pursuant to California Code of Civil Procedure section 382; applicable California Labor Code
10 sections; applicable Industrial Welfare Commission (“IWC”) Wage Order(s); and Business and
11 Professions Code sections 17200 *et seq.*, seeking unpaid wages, reporting time wages, unpaid meal
12 and rest period compensation, unreimbursed expenses, restitution, penalties, liquidated damages,
13 and reasonable attorneys’ fees and costs, and any other relief this Court deems proper.

14 **PARTIES**

15 3. Plaintiff AUDRYANNA FUNDERBURG is, and during the liability period was, a
16 resident of Lincoln, California.

17 4. Defendant DOLLAR TREE, INC. upon information and belief, is a Virginia
18 corporation headquartered at 500 Volvo Parkway Chesapeake, Virginia. Plaintiff is informed and
19 believes Defendant Dollar Tree owns and operates the Dollar Tree store located at 720 5th Street,
20 Lincoln CA, 95648, and over 800 additional stores throughout the State of California.

21 5. Defendant Dollar Tree, upon information and belief, is an employer whose
22 employees are engaged at Defendant Dollar Tree’s “Dollar Tree” stores throughout this county
23 and the State of California.

24 6. Defendants employed Plaintiff as an hourly paid, non-exempt employee in the
25 position of merchandise manager from March 11, 2022 to September 4, 2025. Plaintiff’s principal
26 place of work was at Defendants’ Dollar Tree Store located at 720 5th Street, Lincoln CA, 95648.

27 7. Upon information and belief, Dollar Tree employs hourly paid, non-exempt
28 employees, like Plaintiff, at Dollar Tree stores throughout the state of California.

8. Plaintiff and members of the putative class were employed by Defendants in hourly, non-exempt positions within the State of California during the relevant time period.

9. Does 1 through 10, inclusive, are persons or entities whose true names and identities are unknown to Plaintiff. They are sued by fictitious names. Plaintiff will amend to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant: is the agent, representative, or parent or subsidiary entity of the named Defendants; acted in concert with the named Defendants; and is a proximate cause of the events, injuries, and harms suffered by Plaintiff and the proposed Class. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

JURISDICTION AND VENUE

10. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

11. No federal jurisdiction exists to remove this action to federal court. Federal courts lack federal question subject matter jurisdiction under 28 U.S.C § 1331 because this matter does not involve federal law and is predicated on issues pertaining solely to California law, including the California Labor Code, IWC Wage Order(s), Code of Civil Procedure, and Business and Professions Code. Likewise, federal courts lack diversity of citizenship subject matter jurisdiction under 28 U.S.C. § 1332 required for Federal Jurisdiction under the Class Action Fairness Act of 2005.

12. Venue is proper in the California Superior Court of Placer County because Plaintiff is a resident of Placer County and Defendant Dollar Tree operates stores located within Placer County as of the commencement of this action, the events, omissions, or acts giving rise to this action occurred within Placer County, and Defendants have sufficient minimum contacts in California to otherwise intentionally avail themselves of the California market as to render them

subject to the jurisdiction of California courts.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf, as well as on behalf of all other persons similarly situated, and thus brings the action as a Class Action pursuant to California Code of Civ. Proc. § 382 on behalf of Plaintiff and all other persons similarly situated.

14. Plaintiff seeks to represent a class defined as:

All of Defendants' current and former hourly paid, non-exempt employees who were employed by Defendants in the state of California at any time during the four years before the filing of this Complaint through the date of trial or resolution of this action.

15. Plaintiff also seeks to represent the following Subclasses included within the Plaintiff's Proposed Class which are composed of Class Members satisfying the following definitions:

a. **"Minimum Wages Subclass"**: All Class Members who were not paid at least minimum wage for all hours they performed work, were subject to Defendants' control, or were permitted to work.

b. **"Overtime Wages Subclass"**: All Class Members who were not paid overtime that worked over eight hours of work in one day or forty hours in one week.

c. **"Reporting Time Subclass"**: All Class Members who did not receive a reporting time pay and reported to work and were furnished with less than half the day's usual work, or who reported for a second shift and were furnished with less than two hours work.

d. **"Meal Period Subclass"**: All Class Members who worked one or more periods in excess of five hours, were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate.

e. **"Rest Periods Subclass"**: All Class Members who worked one or more periods in excess of three and one-half hours and were not authorized or permitted to take

1 a net 10-minute rest period for every four hours or major fraction thereof worked per day
2 and were not paid compensation of one hour premium wages at the employee's regular rate

3 f. **"Reimbursement Subclass"**: All Class Members who were not reimbursed
4 for all necessary work-related expenditures.

5 g. **"Termination Subclass"**: All Class Members who were involuntarily
6 terminated and did not receive their final paycheck at the time of termination, or voluntarily
7 resigned and did not receive their final paycheck within seventy-two hours.

8 h. **"Accurate Wage Statement Subclass"**: All Class Members who received
9 one or more inaccurate itemized wage statements during the one year preceding the filing
10 of this Complaint.

11 i. **"UCL Subclass"**: All Class and Subclass Members who were subject to
12 Defendants' unlawful or unfair business acts or practices.

13 16. Plaintiff reserves the right under California Rules of Court Rule 3.765 to amend or
14 modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
15 or, should it be deemed necessary by the Court, to further divide the Class Members into additional
16 Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class
17 Members or the Plaintiff's Class includes the members of each of the Subclasses.

18 17. As set forth in further detail below, this action has been brought and may properly
19 be maintained as a class action under the provisions of Cal. Civ. Proc. § 382 because there is a well-
20 defined community of interest in the litigation, and the proposed Class and Subclasses are easily
21 ascertainable through Defendants' records.

22 a. Numerosity: The members of the Class and Subclasses are so numerous that
23 joinder of all members of the Class and Subclasses would be unfeasible and impractical.
24 The membership of the entire Class and Subclasses is unknown to Plaintiff at this time;
25 however, the Class is estimated to consist of hundreds of individuals. Accounting for
26 employee turnover during the relevant years long periods necessarily increases this number
27 substantially. The number, identity, and location of Class Members can be readily
28 ascertained from Defendants' employment records.

1 b. Ascertainable Class: The proposed Class and Subclasses are ascertainable
2 because they can be readily identified and located using Defendants’ statutorily maintained
3 payroll and personnel records.

4 c. Typicality: Plaintiff’s alleged claims are typical of those claims which could
5 be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of
6 the relief which would be sought by each member of the Class and/or Subclasses in separate
7 actions. All members of the Class and/or Subclasses have been similarly harmed by
8 Defendants’ violations of California Labor Code; applicable Industrial Welfare
9 Commission (“IWC”) Wage Order(s); and Business and Professions Code sections 17200
10 *et seq.* Defendants benefited from the same type of unfair and/or wrongful acts as to each
11 member of the Class and/or Subclasses.

12 d. Adequacy: Plaintiff is qualified to and will fairly and adequately protect the
13 interests of each member of the Class and/or Subclasses with whom she has a well-defined
14 community of interest, has no interests antagonistic to the Class and/or Subclasses, and will
15 vigorously pursue this suit. Plaintiff acknowledges that she has an obligation to make known
16 to the Court any relationships, conflicts, or differences with any member of the Class and/or
17 Subclasses, and no such relationships or conflicts are currently known to exist. Plaintiff’s
18 attorneys and the proposed counsel for the Class and Subclasses are well versed in the rules
19 governing class action discovery, certification, litigation, and settlement and experienced in
20 handling such matters. Other former and current employees of Defendants may also serve
21 as representatives of the Class and Subclasses if necessary.

22 e. Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve economies of time,
24 effort, judicial resources, and expense, which would not be achieved with separate lawsuits.
25 The prosecution of separate actions by individual members of the Class and/or Subclasses
26 would create a risk of inconsistent and/or varying adjudications with respect to the
27 individual members of the Class and/or Subclasses, establishing incompatible standards of
28 conduct for the Defendants, and resulting in the impairment of the rights of the members of

1 the Class and/or Subclasses and the disposition of their interests through actions to which
2 they were not parties. Thus, a class action is superior to other available means for the fair
3 and efficient adjudication of this controversy because individual joinder of all Class
4 Members is not practicable, and questions of law and fact common to the Class predominate
5 over any questions affecting only individual Class Members. Each member of the Class has
6 been damaged and is entitled to recovery by reason of Defendants' unlawful policies and
7 practices that affected each member of the Class and/or Subclasses similarly. Class action
8 treatment will allow those similarly situated persons to litigate their claims in the manner
9 that is most efficient and economical for both parties and the judicial system. Plaintiff is
10 unaware of any difficulties that are likely to be encountered in the management of this action
11 that would preclude its maintenance as a class action.

12 f. Commonality: There are common questions of law and fact as to the Class
13 and Subclasses that predominate over questions affecting only individual Class Members.
14 These common questions of law and fact include, without limitation:

15 i. Whether Defendants accurately paid Class Members for all hours
16 worked;

17 ii. Whether Defendants knew or should have known that Class
18 Members were required to perform off the clock work;

19 iii. Whether Defendants were required to compensate Class Members
20 for reporting time;

21 iv. Whether Defendants accurately calculated and paid all Class
22 Members overtime premiums for the hours which Plaintiff and Class Members
23 worked in excess of eight (8) hours per day and/or forty (40) hours per week;

24 v. Whether Defendants accurately paid employees double time for
25 hours worked in excess of 12 hours in one day or for work over 8 hours in a day on
26 the seventh day of work in a workweek;

1 vi. Whether Defendants had a policy and practice of providing lawful,
2 timely meal periods in accordance with Labor Code § 512, as well as the applicable
3 Industrial Welfare Commission (“IWC”) wage order;

4 vii. Whether Defendants failed to pay reporting time wages in
5 accordance with Labor Code §§ 1194, 1197, 1198, and IWC Wage Order 5-2001;

6 viii. Whether Defendants had a policy and practice of complying with
7 Labor Code § 226.7 and the applicable IWC Wage Order on each instance that a
8 lawful, timely 30-minute uninterrupted meal period was not provided;

9 ix. Whether Defendants failed to authorize and permit a lawful, net 10-
10 minute rest period to the Class Members for every four (4) hours or major fraction
11 thereof worked;

12 x. Whether Defendants required employees to remain on the premises
13 during rest periods;

14 xi. Whether Defendants had a policy and practice of complying with
15 Labor Code § 226.7 and the IWC Wage Order on each instance that a lawful rest
16 period was not provided;

17 xii. Whether Defendants failed to reimburse employees for necessary
18 expenses in accordance with Labor Code § 2802;

19 xiii. Whether Defendant unlawfully withheld wages without express
20 employee consent, authorization under state or federal statute, or authorization
21 pursuant to a collective bargaining agreement;

22 xiv. Whether Defendants failed to provide accurate itemized wage
23 statements in violation of Labor Code § 226;

24 xv. Whether Defendants omitted required information from itemized
25 wage statements;

26 xvi. Whether Defendants failed to timely pay all wages upon separation
27 in accordance with Labor Code §§ 201-202;
28

xvii. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;

xviii. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;

xix. Whether Defendants' conduct was willful and/or reckless, and;

xx. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

g. Public Policy Considerations: Employers in the state of California violate employment and labor laws every day. However, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and former employees' rights without fear of retaliation or damage. Additionally, the citizens of California have a significant interest in ensuring employers comply with California's labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

FACTUAL ALLEGATIONS

18. At all relevant times, Plaintiff and each Class Member earned an hourly wage while employed by Defendants in California.

19. At all relevant times, Plaintiff and the Class Members were employed by Defendants as non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. Plaintiff and the Class Members are subject to the protections of the IWC Wage Orders and the Labor Code.

20. All Class Members are similarly situated because during their employment, they were all subject to Defendants' uniform policies and systemic practices as specified herein.

21. Upon information and belief, Defendant Dollar Tree maintains a single centralized Human Resources ("HR") department at their company headquarters in Chesapeake, Virginia which is responsible for the recruiting and hiring of new employees, communicating and

1 implementing Defendants' company-wide employment policies.

2 22. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
4 requirements of California's wage and employment laws.

5 23. Plaintiff and the Class Members, on information and belief, received the same
6 standardized documents and/or written policies. Upon information and belief, the usage of
7 standardized documents and/or written policies, including new-hire documents, indicate that
8 Defendants dictated policies at the corporate level and implemented them company-wide,
9 regardless of their employees' assigned locations or positions throughout the State of California.
10 Upon information and belief, Defendants set forth uniform policies and procedures in several
11 documents provided at an employee's time of hire.

12 24. Plaintiff and the Class Members, on information and belief, received a standardized
13 wage statement from Defendants that were identical in formatting and issued to all non-exempt,
14 hourly paid employees in California, regardless of the individual employee's work location within
15 the State of California.

16 25. Defendants employed Plaintiff as an hourly, non-exempt employee from March
17 11, 2012 until September 4, 2025. Plaintiff's principal place of work was at Defendant's Dollar
18 Tree Store located at 720 5th Street, Lincoln CA, 95648.

19 26. Plaintiff's responsibilities included loading and unloading merchandise from
20 trucks, maintaining the warehouse's inventory, restocking and organizing merchandise in the
21 store's aisles, operating registers as a cashier, interacting with customers, and janitorial work.

22 27. Plaintiff typically worked 5-7 days per week, often in excess of eight hours in a
23 day.

24 28. Defendants did not pay at least minimum wage to Plaintiff and the Class for all
25 hours worked, as Defendants required Class Members to spend time working under Defendant's
26 control while off-the-clock and engaged in time shaving.

27 29. By way of example, Plaintiff's manager edited Plaintiff's timecard to reflect seven
28 hours, and fifty-nine minutes worked during any workday in which Plaintiff worked over eight

1 hours. Plaintiff was deprived of a minimum wage for any hours worked over eight due to her
2 manager's timecard editing practice. Furthermore, Plaintiff was denied overtime wages for any
3 unrecorded time that Plaintiff worked subject to Defendants control to the extent that Plaintiff
4 worked more than eight hours in a workday or forty hours in a workweek. Plaintiff is informed
5 and believes that the Class Members were subject to the same time shaving practices.

6 30. By way of further example, Plaintiff and the Class Members were denied at least
7 minimum wage for each hour worked because Defendants required the Class Members to clock
8 out before submitting to a security search. Defendants' policies required Class Members to
9 submit to a security search after they clocked out for a meal period, when they left the store
10 premises during a rest period, and before leaving the store at the end of a shift. Plaintiff and the
11 Class Members were subject to Defendants' control during the security search but were
12 uncompensated for the duration of multiple searches throughout a given day.

13 31. In addition, Plaintiff and the Class Members were further denied at least minimum
14 wage for each hour worked because Defendants required Plaintiff and the Class Members to
15 clock out when they took ten-minute rest periods. The Class Members are entitled by statute to
16 receive their regular wages during a rest period, and Defendants' requirement that employees
17 clock out during rest periods deprived Class Members of earned wages.

18 32. Plaintiff and the Class Members were frequently paid for only scheduled shift
19 times and were required to perform work off the clock. In addition, Defendants unlawfully
20 rounded the hours worked by Plaintiff and the Class Members such that they were not paid for all
21 hours worked.

22 33. Plaintiff and the Class Members also were not paid at least minimum wage for
23 each hour worked in that they were required to report to work on scheduled days off but were not
24 compensated for said time. By way of example, Defendants forbade Plaintiff from clocking in on
25 days Plaintiff was unscheduled to work but Defendants required Plaintiff to report to work.
26 Plaintiff often received calls to report to work on days which she was not scheduled to work to
27 resolve workplace issues. Plaintiff was not permitted to clock-in on such days when she was not
28 scheduled to work but was required to report to work which deprived Plaintiff of a minimum

1 wage. Plaintiff is informed and believes that the Class Members were subject to the same
2 policies, practices, and violations.

3 34. Defendants failed to furnish Plaintiff and the Class with a reporting time wage.
4 From time to time, Plaintiff and the Class Members were called on their cell phones and required
5 to perform work. In addition, Plaintiff and the Class Members were, on occasion, directed report
6 to work on days on what they were unscheduled. Plaintiff is informed and believes that the Class
7 Members were subject to the same policies, practices, and violations. In either instance,
8 Defendants did not furnish Plaintiff and the Class with a reporting time wage when they reported
9 to work under Defendants' direction and worked for less than two hours.

10 35. Defendants also failed to accurately pay all overtime wages earned by Plaintiff and
11 the Class. Defendants systematically engaged in time-shaving to avoid the payment of overtime
12 to Plaintiff and the Class Members.

13 36. In addition, as detailed above, Plaintiff and the Class Members worked off the
14 clock as a result of Defendant's policies and practices. To the extent any of the hours worked off
15 the clock caused Plaintiff and the Class Members to work greater than eight hours in a shift or
16 forty hours in a week, Defendants failed to pay Plaintiff and the Class Members overtime wages.

17 37. Moreover, Plaintiff and the Class Members worked in excess of eight (8) hours in
18 day and/or over forty (40) hours in a workweek. However, they were not properly paid for such
19 time at a rate of time and one-half the employee's regular rate of pay per hour, or double time for
20 hours worked in excess of 12 hours in one day or for work over 8 hours in a day on the seventh
21 day of work in a workweek.

22 38. Plaintiff and the Class Members were regularly required to work shifts in excess of
23 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
24 without being provided a second lawful meal period as required by law.

25 39. Indeed, during the relevant time, as a consequence of Defendants' scheduling
26 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
27 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
28 periods as required by law. Meal periods were frequently not provided, untimely, interrupted or

1 short as a matter of pattern and practice, including Defendants' lack of proper staffing, coverage
2 and work demands.

3 40. On information and belief, Plaintiff and the Class Members did not waive their
4 rights to a lawful meal period.

5 41. Despite the above-mentioned meal period violations, Defendants failed to
6 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
7 additional hour of pay at their regular rate as required by California law when meal periods were
8 not timely or lawfully provided in a compliant manner.

9 42. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
10 should know, knew, and/or should have known that Plaintiff and the other Class Members were
11 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
12 accurately calculated compensation.

13 43. In addition, during the relevant time frame, Plaintiff and the Class Members were
14 systematically not authorized and permitted to take one net ten-minute paid, rest period for every
15 four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC Wage
16 Orders.

17 44. Defendants maintained and enforced scheduling practices, pay policies, and
18 imposed work demands that frequently required Plaintiff and Class Members to forego their lawful,
19 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Indeed,
20 Plaintiff and the Class Members were often unable to take rest periods due to systematic
21 understaffing which caused inadequate staffing coverage to allow for the taking of lawful rest
22 period. Such requisite rest periods were not timely authorized and permitted.

23 45. Defendants further failed to furnish Plaintiff and the Class with a rest period
24 premium of one hour of pay at an employee's regular rate of pay for every non-compliant rest
25 period or rest period missed.

26 46. Defendants failed to reimburse Plaintiff and the Class for all necessary, reasonable
27 business-related expenses needed for employees to perform their job duties. Defendants failed to
28

1 reimburse Plaintiff and the Class Members for expenses, including uniforms, uniform
2 maintenance, and cellular phone expenses.

3 47. Defendants also failed to provide accurate, lawful itemized wage statements to
4 Plaintiff and the Class Members in part because of the above specified violations. In addition,
5 Defendants failed to include the applicable rates and hours on pay stubs as required by law. All of
6 these omissions constitute violations of the law.

7 48. Defendants have also made it difficult to determine applicable rates of pay and
8 account with precision for the unlawfully withheld wages and deductions due to be paid to Class
9 Members, including Plaintiff, during the liability period because they did not implement and
10 preserve a lawful record-keeping method to record all hours worked, and non-provided rest and
11 meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
12 211(c), California Labor Code section 226, and applicable California Wage Orders.

13 49. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
15 thereof for resignations without prior notice as the case may be) they had a duty to accurately
16 compensate Plaintiff and the Class Members for all wages owed including straight time, overtime,
17 meal and rest period premiums, and that Defendants had the financial ability to pay such
18 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
19 because of the above-specified violations.

20 50. Plaintiffs and the Class Members are covered by applicable California IWC Wage
21 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
22 section 11000 *et seq.*

23 **FIRST CAUSE OF ACTION**

24 **Failure to Pay Minimum Wages**

25 **(By Plaintiff and each Member of the Minimum Wage Subclass)**

26 51. Plaintiff incorporates each and every allegation set forth in all of the foregoing
27 paragraphs as if fully set forth herein.

28 52. Labor Code section 204 establishes the fundamental right of all employees in the
State of California to be paid wages, including minimum wage, straight time and overtime, in a

1 timely fashion for their work.

2 53. Labor Code section 1194(a) provides that notwithstanding any agreement to work
3 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
5 of the full amount of this minimum wage or overtime compensation, including interest thereon,
6 reasonable attorney's fees, and costs of suit.

7 54. Labor Code section 1197 provides: The minimum wage for employees fixed by the
8 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
9 and the payment of a lower wage than the minimum so fixed is unlawful.

10 55. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
11 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
12 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
13 equal to the unpaid wages and interest accrued thereon.

14 56. During all relevant periods, the California Labor Code and Wage Orders required
15 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
16 for all hours worked.

17 57. The IWC Wage Orders define "hours worked" as "the time during which an
18 employee is subject to the control of an employer and includes all the time the employee is
19 suffered or permitted to work, whether or not required to do so.

20 58. Defendants failed to pay Plaintiff and the Class Members at least minimum wage
21 for all hours worked in that employees were frequently required to work off the clock or work
22 without the requisite payment, and Defendants rounded Class Members' hours worked against their
23 interests.

24 59. By way of example, while working under Defendants' direction and under
25 Defendants' control, Plaintiff and the Class's' timecards were edited such that whenever an
26 employee's shift exceeded eight hours, Defendants edited the timecards to deprive them of hours
27 worked and to avoid the payment of overtime.

28 60. Defendants required Plaintiff and the Class to clock out before taking a paid ten-

1 minute rest period. Plaintiff and the Class were therefore received no minimum wage during their
2 rest break which is required to be a paid rest break by statute.

3 61. Defendants forbade Plaintiff and the Class from clocking in on days which
4 Defendants required an employee to report to work when that employee was otherwise unscheduled
5 to work. Such employees were unable to record their hours worked and therefore did not receive a
6 minimum wage for all hours worked.

7 62. Plaintiff and the Class Members were required to work off the clock including
8 before and after shifts and during purported meal periods.

9 63. Defendants subjected Plaintiff and the Class to security search of their person and
10 property after clocking out for a meal period, if leaving the store's premises for a rest period, and
11 before leaving at the end of their shift. This time during which the employee was subject to
12 Defendants' control went uncompensated because the searches occurred after employees clocked
13 out which deprived Plaintiff and the Class of a minimum wage during which the Defendants'
14 mandated search was conducted.

15 64. Due to Defendants' violations of the California Labor Code and wage orders,
16 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
17 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
18 judgment and post-judgment interest, as well as liquidated damages.

19
20 **SECOND CAUSE OF ACTION**
21 **Failure to Pay Reporting Time Wages**
22 **(By Plaintiff and the Reporting Time Subclass)**

23 65. Plaintiff incorporates by reference and realleges each and every allegation contained
24 above, as though fully set forth herein.

25 66. The "Reporting Time Pay" section of the applicable IWC Wage Order(s) requires
26 employers to furnish employees with reporting time pay not less than two hours at the employee's
27 regular rate when the employee is required to report for work but is furnished with less than half
28 the employee's usual day's work, or where the employee reports for a second shift and is furnished
with less than two hours of work.

67. Defendants required Plaintiff and the Class to report to work on days which they were unscheduled to work, either in person or remotely during work-related phone calls. When an employee reported to work, they were either furnished with less than two hours of work or immediately released after being informed that their presence was no longer required. In either case, Defendants did not furnish employees with a reporting time wage – two hours of pay at that employees regular rate of pay.

68. Upon information and belief, the Class Members encountered similar deprivations of reporting time pay they are lawfully entitled to as a direct result of Defendants' uniform policies and practices.

69. Due to Defendants' violations of the applicable IWC wage order(s), Plaintiff and the Reporting Time Subclass members are entitled to recover from Defendants their unpaid reporting time pay.

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages
(By Plaintiff and each Member of the Overtime Subclass)

70. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

71. During all relevant periods, Defendants required Plaintiff and the Class Members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

72. California Labor Code sections 1194, 1197, 510, 1198, and the pertinent IWC Wage Order required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

73. The IWC Wage Orders define “hours worked” as “the time during which an

1 employee is subject to the control of an employer, and includes all the time the employee is suffered
2 or permitted to work, whether or not required to do so.”

3 74. Plaintiff and the Class consistently worked hours for which they were not paid
4 because Defendants required Plaintiff and the Class to work off the clock. Such off the clock
5 worked often caused Plaintiff and the Class to work in excess of eight (8) hours in a workday and/or
6 in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-
7 half (1.5) times their regular rate of pay.

8 75. Defendants practices and policies caused Plaintiff and the Class to exceed working
9 seven (7) days in a row. Defendants failed to properly compensate Plaintiff and the Class Members
10 for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh
11 (7th) day of a workweek.

12 76. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
13 Class Members were working off the clock and that they should have been paid for this time. As a
14 result, Defendants failed to pay Plaintiff and the Class Members earned overtime wages and such
15 employees suffered damages as a result.

16 77. Further, Plaintiff and the Class Members were systematically denied overtime
17 because of Defendant’s rounding and time-shaving practices.

18 78. Plaintiff and the Class Members were also required to work seven days in a row
19 without

20 79. In addition, Plaintiff is informed and believes that Plaintiff and the Class Members
21 were not properly paid overtime at the correct rate, because the regular rate was not accurately
22 calculated and paid.

23 80. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
24 Members are entitled to recover from Defendants their unpaid overtime wages, reasonable
25 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest,
26 statutory penalties, and liquidated damages.

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FOURTH CAUSE OF ACTION
Failure to Provide Lawful Meal Periods
(By Plaintiff and the Meal Period Subclass)

81. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

82. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

83. During the relevant time period, Defendants failed to provide Plaintiff and the Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift. Defendants also failed to provide Plaintiff and the Class Members two timely and uninterrupted meal periods when their shift length exceeded ten hours.

84. As a consequence of Defendants' policies and practices, work requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego such meal periods, take shortened meal periods, and/or commence their meal periods into and beyond the sixth hour of their shifts.

85. Upon information and belief, Plaintiff and the Class Members were not properly paid one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

86. Moreover, as a matter of policy and practice, upon information and belief, the Class Members were also not provided second meal periods on days when shifts exceeded ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal period. On information and belief, Plaintiffs and the Class Members did not lawfully waive their rights to a second meal period on shifts in excess of ten hours.

87. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

88. Pursuant to Labor Code § 226.7, Plaintiff and the Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They

1 are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

2 89. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
3 deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of
4 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
5 sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

6
7 **FIFTH CAUSE OF ACTION**
8 **Failure to Authorize and Permit Lawful Rest Periods**
9 **(By Plaintiff and the Rest Period Subclass)**

10 90. Plaintiff incorporates by reference and realleges each and every allegation contained
11 above, as though fully set forth herein.

12 91. The "Rest Periods" section of the applicable IWC Wage Order(s) requires
13 employers to furnish employees who work more than 3.5 hours with a paid ten-minute rest period
14 for every four hours worked by an employee, or major fraction thereof.

15 92. Labor Code § 226.7(c) provides that an employer who fails to provide an employee
16 with a rest period in accordance with state law shall provide the employee with one additional hour
17 of pay at the employee's regular rate of compensation for each workday that the rest period is not
18 provided.

19 93. Defendants were required to authorize and permit employees such as Plaintiff and
20 the Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total
21 hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction
22 thereof, with no deduction from wages.

23 94. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and
24 Class Members' employment with Defendants, Defendants failed and refused to authorize and
25 permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four
26 (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently
27 untimely or less than net ten minutes because of the lack of coverage, staffing and scheduling
28 practices and policies and work requirements imposed by Defendants.

1 95. In addition, Plaintiff is informed and believes that, in violation of the law,
2 Defendants frequently failed to compensate rest periods taken by Class Members.

3 96. Defendants did not pay Plaintiff one additional hour of pay at their regular rate of
4 pay for each day that a rest period violation occurred. On information and belief, the other members
5 of the Class endured similar violations as a result of Defendants' rest period policies and practices
6 and Defendant did not pay said Class Members premium pay as required by law.

7 97. By their failure to authorize and permit Plaintiff and the Class Members to take a
8 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
9 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
10 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
11 worked shifts in excess of ten (10) hours, and by their failure to provide compensation for such
12 unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor
13 Code sections 226.7 and the applicable IWC Wage Order(s).

14 98. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
15 deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of
16 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
17 sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

18
19 **SIXTH CAUSE OF ACTION**
20 **Failure to Reimburse Necessary Expenditures**
21 **(By Plaintiff and the Indemnification Subclass)**

22 99. Plaintiff incorporates by reference and realleges each and every allegation contained
23 above, as though fully set forth herein.

24 100. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
25 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

26 101. Plaintiff and members of the Indemnification Subclass were required to incur
27 expenses in the performance of their assigned job duties, including but not limited uniform purchase
28 and maintenance expenses, and cell phone expenses.

 102. Upon information and belief, the Defendants did not reimburse Plaintiff or the

1 Indemnification Subclass for such expenses.

2 103. As a result of the unlawful acts of Defendants, Plaintiffs and the Indemnification
3 Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at trial,
4 and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees,
5 and costs, pursuant to Labor Code §2802.

6
7 **SEVENTH CAUSE OF ACTION**
8 **Failure to Pay all Wages at Termination**
9 **(By Plaintiff and the Waiting Time Subclass)**

10 104. Plaintiff repeats and incorporates herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

12 105. Labor Code § 201 requires employers who discharge an employee to immediately
13 provide all wages owed and unpaid to that employee.

14 106. Labor Code § 202 requires employers to provide all wages owed and unpaid to an
15 at-will employee no later than seventy-two (72) hours after that employee resigns from their
16 employment, or, immediately at the time of the employee's resignation where the employer
17 received notice of the employee's intention to resign seventy-two (72) hours before resigning.

18 107. Labor Code § 203 provides that if an employer willfully fails to timely pay such
19 wages the employer must, as a penalty, continue to pay the subject employee's wages until the
20 back wages are paid in full or an action is commenced. The penalty cannot exceed thirty (30)
21 days of wages.

22 108. Plaintiff and Class Members are entitled to compensation for all forms of wages
23 earned, including but not limited to minimum wages, overtime, reporting time, and premium meal
24 and rest period compensation, but to date have not received such compensation, therefore
25 entitling them to Labor Code § 203 penalties.

26 109. More than thirty (30) days have passed since Plaintiff and affected Waiting Time
27 Subclass Members have left Defendants' employ, and on information and belief, they have not
28 received payment pursuant to Labor Code § 203.

1 110. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
2 as a penalty under Labor Code § 203, together with interest thereon.

3
4 **EIGHTH CAUSE OF ACTION**
5 **Failure to Provide Accurate Itemized Wage Statements**
6 **(By Plaintiff and the Wage Statement Subclass)**

7 111. Plaintiff repeats and incorporates herein by reference each and every allegation set
8 forth above, as though fully set forth herein.

9 112. Labor Code section 226(a) mandates that, "[e]very employer shall, semimonthly or
10 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
11 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
12 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
13 wages earned, (2) total hours worked by the employee... (4) all deductions...(5) net wages earned,
14 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
15 and only the last four digits of his or her social security number or an employee identification
16 number other than a social security number, (8) the name and address of the legal entity that is the
17 employer, and (9) all applicable hourly rates in effect during each the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee...."

19 113. Further, the IWC Wage Orders require in pertinent part: Every employer shall
20 keep accurate information with respect to each employee including the following: (3) Time
21 records showing when the employee begins and ends each work period. Meal periods, split shift
22 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
23 payroll period and applicable rates of pay....".

24 114. Defendants have failed to record many of the items delineated in applicable IWC
25 Wage Orders and Labor Code § 226 insofar as each wage statement which failed to accurately
26 compensate Plaintiff and Class Members for all hours worked, for missed and non-provided meal
27 and rest periods, or which failed to include compensation for all minimum wages earned or
28 overtime hours worked, was an inaccurate wage statement.

1 115. Defendants did not and still do not furnish each of the members of the Wage
2 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
3 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
4 accurately include all applicable hourly rates on the wage statements and the corresponding
5 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have
6 failed to provide accurate itemized wage statements as a consequence of the above-specified
7 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
8 failure to pay meal and rest period premiums as required by law.

9 116. On information and belief, Defendants failed to implement and preserve a lawful
10 record-keeping method to record all non-provided meal and rest periods owed to employees or all
11 hours worked, as required for non-exempt employees under California Labor Code § 226 and
12 applicable IWC Wage Orders. To determine if Plaintiff and Class Members have been paid the
13 correct amount and rate for all hours worked, Plaintiff is compelled to discover the required
14 information missing from their wage statements and to perform complex calculations due to the
15 inaccuracies and incompleteness of Defendants' provided wage statements.

16 117. Further, Labor Code § 1174 also requires Defendants to maintain and preserve, in
17 a centralized location, among other items, records showing the names and addresses of all
18 employees employed and payroll records showing the hours worked daily by, and the wages paid
19 to, its employees.

20 118. On information and belief and based thereon, Defendants have knowingly and
21 intentionally failed to comply with Labor Code § 1174, including by implementing the policies
22 and procedures and committing the violations alleged in the preceding causes of action and
23 herein. Defendants' failure to comply with Labor Code § 1174 is unlawful pursuant to Labor
24 Code § 1175.

25 119. Pursuant to Labor Code § 226, Plaintiff and the Wage Statement Subclass are each
26 entitled to recover up to a maximum of \$4,000.00, in addition to an award of costs and reasonable
27 attorneys' fees.

28 ///

NINTH CAUSE OF ACTION
Violation of the Unfair Competition Law
Business & Professions Code §§ 17200, *et seq.*
(By Plaintiff and the UCL Subclass)

120. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

121. A violation of the California Business and Professions Code §§ 17200, *et seq.* includes any unlawful business act predicated on the violation of any state or federal law, to include violations of the California Labor Code.

122. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages and overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statement as specified above.

123. Plaintiff and the UCL Subclass have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

124. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Subclass Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

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1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to Pay Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to Pay Overtime wages)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

1 **On the Third Cause of Action**

2 **(Failure to Pay Reporting Time Wages)**

- 3 1. For the unpaid balance of the full amount of any reporting time wages owed, as well
4 as interest thereon,
5 2. For reasonable attorneys' fees, and costs of suit and;
6 3. For such other and further relief as the Court deems proper.

7 **On the Forth Cause of Action**

8 **(Failure to Provide Lawful Meal Periods)**

- 9 1. For one (1) hour of premium pay for each day in which a required meal period was
10 not lawfully provided;
11 2. For reasonable attorneys' fees and costs pursuant to statute; and
12 3. For such other and further relief as the Court deems proper.

13 **On the Fifth Cause of Action**

14 **(Failure to Authorize and Permit Lawful Rest Periods)**

- 15 1. For one (1) hour of premium pay for each day in which a required rest period was
16 not lawfully authorized and permitted; and
17 2. For reasonable attorneys' fees and costs pursuant to statute; and
18 3. For such other and further relief as the Court deems proper.

19 **On the Sixth Cause of Action**

20 **(Failure to Reimburse for Necessary Expenses)**

- 21 1. For unreimbursed sums;
22 2. For reasonable attorneys' fees and costs pursuant to statute;
23 3. For interest; and
24 4. For such other and further relief as the Court deems proper.

25 **On the Seventh Cause of Action**

26 **(Failure to Timely Pay all wages at Termination)**

- 27 1. For statutory penalties, including penalties pursuant to Labor Code § 203;
28 2. For reasonable attorneys' fees and costs; and

1 3. For such other and further relief as the Court deems proper.

2 **On the Eighth Cause of Action**

3 (Failure to Provide Accurate Itemized Wage Statements)

4 4. For statutory penalties, including penalties pursuant to Labor Code § 226;

5 5. For reasonable attorneys' fees and costs; and

6 6. For such other and further relief as the Court deems proper

7 **On the Ninth Cause of Action**

8 (Violation of the Unfair Competition Law)

9 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
10 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
11 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
12 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
13 four (4) years in an amount according to proof;

14 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
15 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
16 1198 ;

17 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
18 from the day that such amounts were due;

19 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
20 recover under the Labor Code; and

21 5. For such other and further relief as the Court deems proper.

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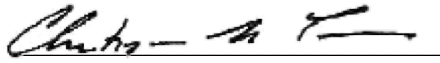
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
3 matter to the fullest extent available under the law.

4 Respectfully submitted,

5
6 Dated: June 15, 2026



7 **EMPLAW, LLP**

Christina M. Lucio, Esq.

8 Mitchell J. Murray, Esq.

9 Attorneys for Plaintiff AUDRYANNA FUNDERBURG,
10 individually, and on behalf of herself and all others
11 similarly situated
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