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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 14 **FOR THE COUNTY OF ALAMEDA**

15 IAN NATHAN BROWN, individually, and
 16 on behalf of all others similarly situated, and
 17 on behalf of the State of California and other
 18 aggrieved persons,

19 Plaintiff,

20 v.

21 RED DOOR EXPERIENCES, LLC dba
 22 RED DOOR ESCAPE ROOM, a Delaware
 23 Limited Liability Company; and DOES 1
 24 through 10, inclusive,

25 Defendants.

Case No.: 26CV197013

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

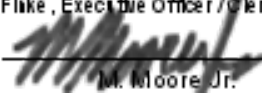
1. Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1182.12, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7);
5. Failure to Reimburse Employees for Necessary, Business-Related Expenses (Lab. Code § 2802);
6. Failure to Furnish Timely, Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-203);
8. Failure to Timely Pay Wages Owed Every Pay Period During Employment (Lab. Code § 204);
9. Failure to Keep and Maintain Required Records (Lab. Code §§ 226, 1174);
10. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
11. Civil Penalties Under Private Attorneys General Act of 2004 (Lab. Code §§ 2698; *et seq.*).

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Alameda

09/14/2026

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
M. Moore Jr.

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff IAN NATHAN BROWN (“Plaintiff”), on behalf of herself¹ and all others similarly situated, by and through her attorneys, Wilshire Law Firm, hereby files this First Amended Class and Representative Action Complaint against Defendant RED DOOR EXPERIENCES, LLC doing business as RED DOOR ESCAPE ROOM, a Delaware Limited Liability Company; and DOES 1 through 10, inclusive, (collectively, “Defendants”), and states as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants for California Labor Code violations and unfair, unlawful, and/or fraudulent business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide legally compliant meal periods, failure to authorize and permit legally compliant rest breaks; failure to reimburse employees for all necessary, business-related expenses; failure to furnish timely, accurate wage statements; failure to timely pay wages upon separation of employment; failure to keep and maintain required records; failure to timely pay wages owed every pay period during employment; and for unfair, unlawful, and/or fraudulent business practices.

2. Plaintiff brings the First through Tenth Causes of Action, individually, and on behalf of a Class of certain current and former employees of Defendants (collectively, the “Class” or “Class Members,” defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded herein.

3. Plaintiff brings the Eleventh Cause of Action as a representative action under California’s Private Attorneys General Act of 2004 (“PAGA”) to recover civil penalties from Defendants on behalf of herself, the State of California, and current and former hourly-paid and non-exempt employees who work/worked for Defendants in the State of California during the statute of limitations period for her PAGA claim (“Aggrieved Employees”).

¹ Plaintiff’s pronouns are she/her and prefers to be called “Tara,” however, she has not legally changed her name.

1 4. Defendants own/owned and operate/operated a business within the State of
2 California, including in Alameda County. As such and based upon all the facts and circumstances
3 incident to Defendants' business in California, Defendants are subject to the California Labor
4 Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California
5 Business & Professions Code.

6 5. Despite these requirements, throughout the statutory period, Defendants have:

- 7 (a) Failed to pay Class Members for all hours worked, including all minimum,
8 straight-time, and overtime wages, in compliance with the California Labor
9 Code and IWC Wage Orders;
- 10 (b) Failed to keep and maintain accurate records of all hours worked, including
11 all meal periods taken or missed;
- 12 (c) Failed to provide Class Members timely, full-length, and duty-free,
13 uninterrupted meal periods in compliance with the California Labor Code
14 and IWC Wage Orders, and failed to pay an additional hour of pay at the
15 regular rate for each workday with a meal period violation;
- 16 (d) Failed to authorize and permit Class Members to take timely, duty-free, full-
17 length rest breaks in compliance with the California Labor Code and IWC
18 Wage Orders, and failed to pay an additional hour of pay at the regular rate
19 for each workday with a rest break violation;
- 20 (e) Failed to reimburse Class Members for all necessary, business-related
21 expenditures incurred in direct discharge of their duties of employment, as
22 required by the California Labor Code and IWC Wage Orders; and
- 23 (f) Failed to provide Class Members with timely, accurate itemized wage
24 statements containing all information required by the California Labor Code
25 and IWC Wage Orders; and
- 26 (g) Willfully failed to pay Class Members all outstanding minimum wages,
27 straight-time wages, overtime wages, meal period premium wages, and/or
28 rest break premium wages due to each separating Class Member at the time

of separation from Defendants, within the applicable time period set forth under the California Labor Code.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each of the foregoing paragraphs as employers of Plaintiff and Class Members. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee in the position of Game Master from approximately November 2024 through May 14, 2026. Plaintiff's job responsibilities included cleaning duties, resetting escape rooms, hosting games, and monitoring games from the back room to give customers clues as needed.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

10. Upon information and belief, Defendant RED DOOR EXPERIENCES, LLC doing business as RED DOOR ESCAPE ROOM ("RED DOOR") is a Delaware Limited Liability Company formed in the State of Delaware, with its corporate headquarters in Hurst, Texas located at 825 Precinct Line Road, Suite 14, Hurst, Texas 76053. RED DOOR offers in-person recreational "escape room" challenges to customers at approximately nine locations across California. RED DOOR is at all times herein, an employer whose employees are engaged

1 throughout this County, among others. RED DOOR directed and supervised Plaintiff's work.

2 11. Plaintiff alleges, on information and belief, that Defendants are, and at all times
3 herein mentioned, were:

- 4 (a) Business entities that offer in-person recreational "escape room" challenges
5 to customers;
- 6 (b) Business entities qualified to do business and actually conducting business
7 in numerous counties throughout the State of California, including in
8 Alameda County;² and
- 9 (c) The former employers of Plaintiff and the current and/or former employer
10 of the Class Members because Defendants engaged Plaintiff and the Class
11 to work; and/or suffered and permitted Plaintiff and the Class to work, and/or
12 controlled or had the power and authority to control the Class's wages,
13 hours, or working conditions.

14 12. At all relevant times, Defendants were and are legally responsible for all of the
15 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
16 foregoing paragraphs as employer of Plaintiff and the Class. Further, Defendants are responsible
17 for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat*
18 *superior*.

19 13. Plaintiff does not know the true names or capacities of the persons or entities sued
20 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
21 of the Doe Defendants are in some manner legally responsible for the damages suffered by Plaintiff
22 and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and
23 capacities of these Defendants when they have been ascertained, together with appropriate
24 charging allegations, as may be necessary.

25 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
26 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
27

28 ² <https://reddoorescape.com/red-door-escape-room-location/> (last accessed September 14,
2026).

1 injured a significant number of the Plaintiff and the Class in the State of California.

2 15. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and Class
4 Members defined in the class definition below, and exercised control over Plaintiff and Class
5 Members' wages, hours, and working conditions. Plaintiff is informed and believes and thereon
6 alleges that, at all relevant times, each defendant was the principal, agent, partner, joint venturer,
7 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
8 interest and/or predecessor in interest of some or all of the other defendants, and was engaged with
9 some or all of the other defendants in a joint enterprise for profit, and bore such other relationships
10 to some or all of the other defendants so as to be liable for their conduct with respect to the matters
11 alleged below. Plaintiff is informed and believes and thereon alleges that each defendant acted
12 pursuant to and within the scope of the relationships alleged above, that each defendant knew or
13 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
14 abetted the conduct of all other defendants.

15 **JURISDICTION AND VENUE**

16 16. This Court has jurisdiction over this matter because Plaintiff brings this Complaint
17 for various violations of the Labor Code and California Industrial Welfare Commission ("IWC")
18 orders, Defendants are business entities operating in California, and Plaintiff is a California
19 resident.

20 17. This class action is brought pursuant to California Code of Civil Procedure section
21 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal
22 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
23 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
24 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
25 Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed
26 \$75,000.

27 18. Venue is proper in this judicial district because Defendants maintain offices, have
28 agents, and/or transact business in the County of Alameda, California.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Defendants offer in-person recreational “escape room” challenges to customers at approximately nine locations across California.³

20. Plaintiff worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately November 2024 through May 2026 as a Game Master. Plaintiff’s job responsibilities included cleaning duties, resetting game rooms, hosting games, and monitoring games from a control room to give customers clues as needed. Defendants typically scheduled Plaintiff to work at least 24 hours in a workweek, varying between shifts of six or eight hours, but Plaintiff often worked over eight hours in a workday and 40 hours per workweek.

21. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide meal periods; failure to authorize and permit rest breaks; failure to reimburse employees for necessary, business-related expenses; failure to furnish timely, accurate wage statements; failure to timely pay all wages upon separation of employment; failure to timely pay all wages owed every pay period during employment; failure to keep and maintain required records; and for unfair, unlawful, and/or fraudulent business practices. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative of the class.

22. Plaintiff brings these causes of action individually, on behalf of herself, and as a class action, on behalf of certain current and former employees of Defendants (collectively, the “Class” or “Class Members,” defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

23. Defendants own/owned and operate/operated a business within the State of California, including in Alameda County. As such and based upon all the facts and circumstances

³ Defendants own and operate a business within the State of California. As such and based on all of the facts and circumstances incident to its business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

1 incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage
2 Orders issued by the IWC, and the California Business & Professions Code.

3 24. Despite these requirements, throughout the statutory period, Defendants willfully
4 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class
5 and instead maintained a systematic, company-wide policy and practice of committing Labor Code
6 violations on a regular basis, including but not limited to:

7 (a) Failing to pay Class Members for all hours worked, including minimum,
8 straight time, and overtime wages. For example, Defendants:

- 9 i. failed to pay Class Members for all hours worked and failed to pay
10 some of this unpaid work at the overtime rate, as required; and/or
11 ii. required Class Members to continue working during unpaid meal
12 periods; and/or
13 iii. failed to compensate Class Members with meal period premiums and
14 rest break premiums for noncompliant meal periods and rest breaks;
15 and/or
16 iv. failed to maintain accurate records of the hours worked.

17 (b) Failing to provide Class Members with timely, uninterrupted, duty-free meal
18 periods. For example, Defendants:

- 19 i. required Class Members to work in excess of five consecutive hours
20 a workday without providing a timely 30-minute meal period; and/or
21 ii. required Class Members to work in excess of five consecutive hours
22 a workday without providing an uninterrupted, off-duty 30-minute
23 meal period; and/or
24 iii. required Class Members to work in excess of five consecutive hours
25 a workday without providing a full-length 30-minute meal period;
26 and/or
27 iv. failed to compensate Class Members with meal period premiums for
28 noncompliant meal periods; and/or

- 1 v. failed to maintain accurate records of all meal periods taken or
2 missed by Class Members.
- 3 (c) Failing to authorize and permit Class Members to take timely, duty-free rest
4 breaks. For example, Defendants:
- 5 i. required Class Members to work in excess of four consecutive hours
6 a workday without authorizing and permitting Class Members to take
7 a 10-minute, uninterrupted, duty-free rest break for every four hours
8 of work (or major fraction of four hours); and/or
- 9 ii. failed to compensate Class Members with rest-break premiums for
10 noncompliant rest breaks; and/or
- 11 iii. continued to assert control over Class Members by requiring,
12 pressuring, or encouraging Class Members to perform work tasks for
13 Defendants' benefit instead of authorizing and permitting Class
14 Members to take compliant full-length, off-duty rest breaks.
- 15 (d) Failing to reimburse Class Members for all necessary, business-related
16 expenses Class Members incurred within the scope of their employment. For
17 instance, Defendants:
- 18 i. failed to provide Class Members with cell phones while requiring
19 Class Members to use their own personal cell phones to complete
20 duties necessary for work, while concurrently failing to reimburse
21 Class Members for the use of personal cell phones.
- 22 (e) Failing to provide Class Members with accurate, itemized wage statements
23 containing all the information required by the Labor Code and IWC Wage
24 Orders, such as the legal name of the employing entity and the entity's
25 address; meal period/rest break premiums owed; the correct total number of
26 hours worked; the correct rates of pay for each category of hours worked
27 (e.g., straight time rates, overtime rates); the correct net pay and the correct
28 gross pay, both for the pay period and year to date; the correct overtime

hours worked; and the correct calculation of the regular rate of pay for overtime hours worked.

(f) Failing to timely pay Class Members their final pay due upon separation of employment, including, but not limited to, business-related expenses, minimum wages, straight time wages, overtime wages, meal period premium wages, rest break premium wages, and paid time off accrued.

(g) Failing to timely pay all wages owed each pay period during Class Members' employment.

(h) Failing to maintain required records including timekeeping and payroll records. For example, Defendants:

- i. failed to keep and maintain records of the correct total hours Class Members worked each workday; and/or
- ii. failed to keep and maintain records of the correct meal period premiums owed and rest break premiums owed; and/or
- iii. failed to keep and maintain records of the correct overtime rates and overtime wages owed during employment; and/or
- iv. failed to keep and maintain records of the correct total gross and net pay each pay period and year to date.

25. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

26. As a result of these violations of Labor Code section 226(a), Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, and overtime wages, meal period premium wages, and rest break premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid minimum, straight

time, and overtime wages, meal period premium wages, and rest break premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, and overtime wages, meal period premium wages, and rest break premium wages at the correct California rate, even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, and overtime wages, meal period premium wages, and rest break premium wages at the correct California rate, even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, and overtime wages, meal period premium wages, and rest break premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations required them to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

27. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code section 226(e) and injunctive relief under Labor Code section 226(h).

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CLASS ACTION ALLEGATIONS

28. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

29. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

30. The proposed⁴ Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

31. At all material times, Plaintiff was a member of the Class.

32. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

33. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims are typical of all Class Members' claims, as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect

⁴ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class definition with greater particularity or further division into subclasses or limitation to particular issues.

the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

(d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in managing a class action.

34. Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members not named in the complaint with a type of anonymity that allows for both their rights to be vindicated and their privacy protected.

35. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest breaks and pay rest break premium wages to Class Members;
- (d) Failed to reimburse Class Members for necessary, business-related expenses;
- (e) Failed to provide Class Members with timely, accurate wage statements;
- (f) Failed to provide Class Members with timely final wages;
- (g) Failed to timely pay all wages owed each pay period during Class Members' employment;
- (h) Failed to keep and maintain required records; and
- (i) Violated California Business & Professions Code sections 17200, *et. seq.* as a result of their unfair and/or unlawful conduct as described above.

36. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation

1 for the damages and injuries for which Defendants are responsible in an
2 amount sufficient to adequately compensate the members of the Class for
3 the injuries sustained;

4 (f) Without class certification, the prosecution of separate actions by individual
5 members of the class would create a risk of:

6 1) Inconsistent or varying adjudications with respect to individual
7 members of the Class which would establish incompatible standards
8 of conduct for Defendants; and/or,

9 2) Adjudications with respect to the individual members which would,
10 as a practical matter, be dispositive of the interests of other members
11 not parties to the adjudications, or would substantially impair or
12 impede their ability to protect their interests, including but not
13 limited to the potential for exhausting the funds available from those
14 parties who are, or may be, responsible Defendants; and

15 (g) Defendants have acted or refused to act on grounds generally applicable to
16 the Class, thereby making final injunctive relief appropriate with respect to
17 the Class as a whole.

18 37. Plaintiff contemplates the eventual issuance of notice to the proposed members of
19 the Class that would set forth the subject and nature of the instant action. Defendants' own business
20 records may be utilized for assistance in the preparation and issuance of the contemplated notices.
21 To the extent that any further notices may be required, Plaintiff contemplates the use of additional
22 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
23 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class
24 and deemed necessary and/or appropriate by the Court.

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26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

Failure to Pay All Minimum and Straight-Time Wages for All Hours Worked in

Violation of Cal. Lab. Code §§ 510, 1182.12, 1194, 1194.2, and 1197

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

38. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

39. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

40. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Plaintiff was required to perform work off-the-clock, without compensation, before and after clocking out, including completing store-opening tasks prior to the start of her shift and completing cleaning tasks after clocking out, such as refilling toilet paper. In addition, Plaintiff and the Class were expected to check a group messaging application between shifts, off the clock, for messages including updates and changes to company operations. Defendants also required Plaintiff to perform work during uncompensated meal periods and rest breaks, including responding to requests for hints from customers. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code section 1194, and any additional applicable Wage Order provisions that require such compensation to non-exempt employees.

41. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

42. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

43. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

SECOND CAUSE OF ACTION

Failure to Pay All Overtime Wages

in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 10-2001, § 3

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

47. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

1 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all
2 overtime hours worked as required under the foregoing provision of the California Labor Code and
3 IWC Wage Order by, among other things: requiring, permitting or suffering Plaintiff to work off
4 the clock; requiring, permitting or suffering Plaintiff to work through meal and rest breaks but not
5 compensating them for this time and failing to include this time in their hours worked.

6 50. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
7 overtime compensation for the hours they have worked in excess of eight hours in a workday and/or
8 40 hours in a workweek, as required by Labor Code sections 510 and 1198.

9 51. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
11 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
12 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
13 according to proof at trial.

14 52. Plaintiff and the Class also request recovery of overtime compensation according to
15 proof, interest, attorneys' fees and costs pursuant to Labor Code section 1194(a), as well as the
16 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
17 and/or other statutes.

18 53. Labor Code section 204 requires employers to provide employees with all wages
19 due and payable twice a month. The Wage Orders also provide that every employer shall pay to
20 each employee, on the established payday for the period involved, overtime wages for all overtime
21 hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all
22 compensation due, in violation of Labor Code section 204.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Provide Meal Periods**

25 **in Violation of Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 10-2001, § 11**

26 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

27 54. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
28 paragraphs.

55. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30 minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. Cal. Lab. Code sections 226.7 and 512; IWC Wage Orders, section 11; *Brinker Restaurant Corp. v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049. The Wage Order’s meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. *Id.* at 1036. An employer must relinquish control over the employee’s activities, permit a reasonable opportunity to take an uninterrupted, 30-minute meal period, and not impede or discourage an employee from taking a meal period. *Id.* at 1040. If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. *Id.* at 1035. “An employer may not undermine a formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–63; *see also Jaimez v. Daiohs USA, Inc.* (2010) 181 Cal.App.4th 1286, 1304–1305 (proof of common scheduling policy that made taking breaks extremely difficult would show violation); *Dilts v. Penske Logistics, LLC* (S.D. Cal. 2010) 267 F.R.D. 625, 638 (indicating informal anti-meal-period policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal). “The wage orders and governing statute do not countenance an employer’s exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks.” *Brinker*, 53 Cal.4th at 1040.

56. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. Cal. Lab. Code § 226.7(c). The California Supreme Court held that premium pay for an employee’s noncompliant meal period or rest break constitutes “wages.” *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.

57. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions

1 of the California Labor Code and IWC Wage Order. For example, Plaintiff was regularly required
2 to work through meal periods because Defendants failed to adequately staff its facilities to allow
3 Plaintiff and the Class to take timely, uninterrupted meal periods. Because Defendants did not
4 provide a separate break room (the break room was also the control room where employees monitor
5 and respond to customers), Plaintiff and the Class would frequently have their meal periods
6 interrupted with requests for game hints from customers. Defendants failed to compensate Plaintiff
7 and the Class for noncompliant meal periods entirely or else failed to pay them at the regular rate
8 of pay. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as
9 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
10 uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code section
11 226.7 and the applicable Wage Orders.

12 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
13 additional wages for each workday they were not provided with all required meal period(s), plus
14 interest thereon.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Authorize and Permit Rest Breaks**

17 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No 10-2001, § 12**
18 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

19 59. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
20 paragraphs.

21 60. California Labor Code section 226.7 and section 12 of the applicable Wage Orders
22 require that employers provide employees timely, uninterrupted, full-length 10-minute rest breaks,
23 free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide
24 an employee a rest break in accordance with these requirements, the employer shall pay the
25 employee a rest break premium wage equal to one hour of pay at the employee's regular rate of
26 compensation for each workday that the rest break is not provided. Employees are entitled to one
27 10-minute rest break for shifts from 3–6 hours in length, two 10-minute rest breaks for shifts of
28 over six hours up to 10 hours, three 10-minute rest breaks for shifts over 10 hours up to 14 hours,

1 and so on. *Brinker Restaurant Corp*, 53 Cal.4th at 1029. Furthermore, “Employers must relieve
2 employees of all duties and relinquish control over how employees spend their time during rest
3 breaks. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. This obligation
4 includes allowing employees to leave the premises during their rest breaks.

5 61. Under California law, Plaintiff and the Class are entitled to be paid premium wages
6 equal to one hour of work at their regular rate of pay for each workday they were entitled to but
7 not provided with a rest break, plus interest thereon.

8 62. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
9 Class to take rest breaks, regardless of whether employees worked more than four hours in a
10 workday. Due to the Defendants’ practice of understaffing shifts, it was frequently impossible for
11 Plaintiff and the Class to take legally compliant rest breaks. By their failure to permit and authorize
12 Plaintiff and the Class to take rest breaks as alleged above (or due to the fact that Defendants made
13 it impossible or impracticable to take these uninterrupted rest breaks), Defendants willfully
14 violated the provisions of Labor Code section 226.7 and the applicable Wage Orders.

15 63. Under California law, Plaintiff and the Class are entitled to be paid one hour of
16 premium wages, plus interest, for each workday they were not authorized to take a rest break.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Reimburse All Necessary, Business-Related Expenses**

19 **in Violation of Cal. Lab. Code § 2802**

20 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

21 64. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
22 paragraphs.

23 65. Plaintiff and the Class were required to incur necessary, business-related expenses
24 and losses in direct consequence of the discharge of their duties and per Defendants’ direction. For
25 example, Plaintiff was required to use her personal cell phone to complete duties necessary for
26 work, such as downloading Slack, a group messaging application, to read messages from
27 Defendants regarding updates and changes to company operations.

67. Such necessary, business-related expenditures and losses incurred include, but are not limited to, the use of Plaintiff's and Class Members' personal cell phones for work-related applications and sending and receiving messages necessary to perform job duties.

68. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid.

69. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

Failure to Furnish Timely, Accurate Wage Statements

in Violation of Cal. Lab. Code §§ 226 and 226.3

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

70. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

71. At all material times set forth herein, Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the

1 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 72. Defendants have intentionally and willfully failed to provide employees with
4 complete and accurate wage statements compliant with these Labor Code sections. For example,
5 Plaintiff's paystubs do not list the employer's legal entity, all hours worked, and gross wages
6 earned, among other things.

7 73. As a result of Defendants' violation of Labor Code sections 226(a), Plaintiff and the
8 Class have suffered injury and damage to their statutorily protected rights.

9 74. Specifically, Plaintiff and the Class were injured by Defendants' intentional
10 violations of California sections 226(a) because they were denied both their legal right to receive,
11 and their protected interest in receiving, accurate, itemized wage statements under Labor Code
12 section 226(a).

13 75. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
14 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
15 a result of having to bring this action to attempt to obtain correct wage information following
16 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
17 laws and regulations.

18 76. Plaintiff and the Class are entitled to recover from Defendants the greater of their
19 actual damages caused by Defendants' failure to comply with Labor Code section 226(a), or an
20 aggregate penalty not to exceed \$4,000 per employee.

21 77. Plaintiff and the Class are also entitled to injunctive relief and an award of attorney's
22 fees and costs to ensure compliance with this section, pursuant to Labor Code section 226(h).

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Pay All Wages Due Upon Separation**

25 **in Violation of Cal. Lab. Code §§ 201-203**

26 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

27 78. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
28 paragraphs.

1 79. Labor Code sections 201 and 202 provide that if an employer terminates an
2 employee, the employee's wages earned and unpaid at the time of termination are due and payable
3 immediately, whereas if an employee voluntarily resigns from his or her employment without at
4 least 72 hours' notice, the employee's wages earned and unpaid shall become due and payable not
5 later than 72 hours after resigning, but where the employee has given 72 hours prior notice of his
6 or her intention to quit, then the employee is entitled to receive his or her wages on the last day of
7 employment.

8 80. Within the applicable statute of limitations, many other Class Members'
9 employment with Defendants ended by termination. As to those separated Class Members,
10 Defendants fail/failed to pay terminated Class Members all unpaid wages earned through the time
11 of termination immediately when Defendants terminated the employee, as required under Labor
12 Code section 201.

13 81. Within the applicable statute of limitations, many other Class Members'
14 employment with Defendants ended by voluntary resignation. As to those separated Class
15 Members, Defendants fail/failed to pay resigned Class Members all unpaid wages earned through
16 their last day of work within 72 hours of resignation without advance notice of at least 72 hours,
17 or, for those who gave advance notice of at least 72 hours, then on their last day of work, as required
18 under Labor Code section 202.

19 82. Defendants' failure to timely pay all unpaid wages owed at the time of separation
20 to these separated Class Members described in the two preceding paragraphs violated Labor Code
21 sections 201 and 202.

22 83. Labor Code section 203 provides that if an employer willfully fails to pay all wages
23 owed in accordance with sections 201 and 202, then up to 30 days of the employee's wages at their
24 regular hourly rate of pay shall continue as a penalty wage from the due date through the date
25 Defendants pay the employee's wages or until an action is commenced.

26 84. Thus, pursuant to Labor Code section 203, separated Class Members are entitled to
27 recover from Defendants waiting time penalties equal to up to 30 days of pay at their regular rates
28 of pay for the period from the date the unpaid wages should have been paid through the date they

1 were paid or the date an action is commenced, up to a maximum of 30 days.

2 85. Pursuant to Labor Code sections 218.5, 218.6, and 1194, the Class is also entitled
3 to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

4 **EIGHTH CAUSE OF ACTION**

5 **Failure to Pay All Wages Owed Every Pay Period**

6 **in Violation of Cal. Lab. Code § 204**

7 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

8 86. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
9 paragraphs.

10 87. This cause of action is derivative of Plaintiff's and Class Members' claims for (1)
11 unpaid overtime wages, (2) unpaid straight-time wages/minimum wages, (3) unpaid meal period
12 premiums, and (4) unpaid rest break premiums that were owed but not timely paid to Plaintiff and
13 Class Members every pay period during their employment with Defendants.

14 88. Labor Code section 204 provides that all wages earned by any person in any
15 employment between the first and fifteenth days, inclusive, of any calendar month, other than those
16 wages due upon termination of an employee, are due and payable between the sixteenth and
17 twenty-sixth days, inclusive, of the month during which the labor was performed.

18 89. Further, Labor Code section 204 provides that all wages earned by any person in
19 any employment between the sixteenth and last day of the month, inclusive, of any calendar month,
20 other than those wages due upon termination of an employee, are due and payable between the first
21 and tenth days of the following month.

22 90. Labor Code section 204 provides that all wages earned for labor in excess of the
23 normal work period shall be paid no later than the payday for the next regular payroll period.
24 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
25 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
26 paid not more than seven calendar days following the close of the payroll period.

92. Defendants' failure to timely pay Plaintiff and Class Members all wages due (unpaid overtime wages, unpaid straight-time wages/minimum wages, unpaid meal period premiums, and unpaid rest break premiums) violates Labor Code section 204. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

NINTH CAUSE OF ACTION

Failure to Keep and Maintain Required Records

in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 10-2001, § 7
(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

93. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

94. California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments”

95. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Class Members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

96. Because Defendants violated Labor Code section 1174(d), Plaintiff and Class Members are entitled to recover damages and penalties under Labor Code section 226(e).

97. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and

intentionally failed to maintain records as required under California Labor Code sections 226 and 1174, and section 7 of the applicable IWC Wage Orders, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements. Namely, Defendants did not record Plaintiff and Class Members' actual start and stop times for all work periods to capture the accurate total number of hours worked nor did Defendants establish a mechanism by which Class Members could report unrecorded time. Plaintiff's time records as shown on her wage statements appear to be synthetic time records, starting and ending at the precise hour and exactly the same hours every day.

98. Labor Code section 1174.5 provides in pertinent part that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars (\$500)."

99. 104. As a proximate result of Defendants' unlawful acts and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil and statutory penalties, an award of costs, expenses, reasonable attorneys' fees set forth in Labor Code section 1174.5 and elsewhere, and all other available remedies.

TENTH CAUSE OF ACTION

Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

100. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

101. Defendants, and each of them, are "persons" as defined under California Business & Professions Code section 17201.

102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks

1 to enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure section 1021.5.

3 103. Defendants' conduct, as alleged herein, constitutes "business acts and practices"
4 that affect Defendants' competitors in violation of California Business & Professions Code
5 sections 17200, *et seq.*

6 104. Under the unlawful prong, a violation of California Business & Professions Code
7 sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the
8 acts described above in the foregoing causes of action constitute statutory violations and are
9 therefore unlawful.

10 105. Under the unfair prong, a violation of California Business & Professions Code
11 sections 17200, *et seq.* may be predicated on conduct—a business act—that is injurious to
12 Defendants' competitors and in violation of public policy, because all such conduct is immoral,
13 unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent
14 business practices in violation of California Business & Professions Code sections 17200, *et seq.*

15 106. Under the fraudulent prong, a violation of California Business & Professions Code
16 sections 17200, *et seq.* may be predicated on Defendants' conduct that is likely to deceive the
17 general public and requires that Plaintiff relied on Defendants' misrepresentations to Plaintiff's
18 detriment, regardless of whether those misrepresentations were or were not intentional.
19 Defendants' conduct in issuing Plaintiff's inaccurate wage statements constitutes Defendants'
20 unfair, unlawful, and/or fraudulent business practices in violation of California Business &
21 Professions Code sections 17200, *et seq.*

22 107. By and through their unfair, unlawful, and/or fraudulent business practices
23 described herein, Defendants, have obtained valuable property, money, and services from Plaintiff
24 and Class Members and have deprived Plaintiff and Class Members of valuable rights and benefits
25 guaranteed by law, all to the detriment of Plaintiff and Class Members.

26 108. Plaintiff and the Class Members suffered monetary injuries as a direct result of
27 Defendants' wrongful conduct.

28 109. Plaintiff, individually, and on behalf of the Class, is entitled to, and does, seek such

1 relief as may be necessary to disgorge money and/or property that Defendants have wrongfully
2 withheld or acquired, or of which Plaintiff and the Class have been deprived, by means of the
3 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff and the Class are
4 not obligated to establish individual knowledge of the wrongful practices of Defendants in order
5 to recover restitution.

6 110. Plaintiff, individually, and on behalf of the Class, is further entitled to, and does,
7 seek declaratory relief via a declaration that Defendants' above-described business practices are
8 unfair, unlawful, and/or fraudulent, and injunctive relief via an injunction restraining Defendants
9 from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices
10 in the future.

11 111. Plaintiff, individually, and on behalf of the Class, has no plain, speedy, and/or
12 adequate remedy at law to redress the injuries which the Class Members suffered as a consequence
13 of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair,
14 unlawful, and/or fraudulent business practices, Plaintiff, individually, and on behalf of the Class,
15 has suffered and will continue to suffer irreparable harm unless Defendants are restrained from
16 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

17 112. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth
18 herein, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings,
19 and instead, enjoy a windfall to the detriment of Plaintiff and the Class.

20 113. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiff and the Class are entitled to (1) restitution of the wages Defendants withheld and retained
22 during the period that commences four years prior to the filing of this Complaint; (2) a permanent
23 injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members;
24 (3) an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and
25 other applicable laws; and (4) an award of costs.

26 ///

27 ///

28 ///

ELEVENTH CAUSE OF ACTION

**For Civil Penalties Pursuant to California’s Private Attorneys General Act of 2004
 (“PAGA”), §§ 2698; *et seq.*, for Violations of California’s Labor Code Sections
 (Brought by Plaintiff on Behalf of Herself and Aggrieved Employees
 Against All Defendants)**

114. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

115. At all relevant times herein, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

116. Plaintiff brings this cause of action, individually, as an Aggrieved Employee, and as a representative on behalf of the State of California and all other current and former Aggrieved Employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*

117. Plaintiff exhausted the administrative prerequisites to bring this action, set forth under Labor Code section 2699.3. On July 7, 2026, Plaintiff submitted written notice—Plaintiff’s PAGA Letter—to the California Labor and Workforce Development Agency (“LWDA”) by online filing with the required filing fee and to Defendants by certified mail. The PAGA Letter identifies the Labor Codes Defendants allegedly violated and the facts and theories to support those violations. The LWDA assigned this matter Case No. LWDA-CM-1189321-26.

118. The statutory 65-day period for the LWDA to respond has elapsed, and the LWDA did not provide notice of its intent to investigate. As such, Plaintiff has exhausted administrative remedies per Labor Code section 2699.3 and is, therefore, authorized to pursue PAGA penalties.

119. The statute of limitations applicable to the PAGA claims was tolled during the period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

120. The Labor Code violations alleged in this cause of action are the same violations identified in Plaintiff’s PAGA Letter to the LWDA and arise from Defendants’ uniform policies, practices, and course of conduct applicable to Plaintiff and other Aggrieved Employees. Plaintiff seeks to recover civil penalties for all such violations experienced by Plaintiff and other Aggrieved

1 Employees during the PAGA Period.

2 121. Plaintiff has standing to pursue civil penalties for each of the violations alleged
3 herein because Plaintiff was employed by Defendants during the PAGA Period and personally
4 experienced each Labor Code violation identified in Plaintiff's PAGA Letter. The alleged
5 violations arose from Defendants' uniform policies and practices and affected Plaintiff and other
6 Aggrieved Employees in the same or a similar manner and were not the result of isolated or
7 employee-specific circumstances.

8 122. Based on the conduct described in this Complaint, Defendants violated the
9 California Labor Code, including but not limited to sections 201, 202, 204, 210, 226(a), 226.7,
10 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

11 123. Defendants' violations were willful, knowing, and systematic and resulted from
12 company-wide policies and practices. Upon information and belief, such violations continued
13 during the PAGA Period and, absent judicial intervention, will continue to occur, thereby exposing
14 Defendants to ongoing civil penalties.

15 124. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks
16 recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable
17 statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific
18 civil penalty is provided, together with all other relief available under PAGA.

19 125. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all
20 Aggrieved Employees, with sixty-five percent (65%) of any civil penalties recovered payable to
21 the LWDA and thirty-five percent (35%) payable to the aggrieved employees, per Labor Code
22 section 2699(m).

23 126. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code
24 section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and
25 proper.

26 **PRAYER FOR RELIEF**

27 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
28 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to all of its causes of action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages (Lab. Code §§ 1182.12, 1194, 1194.2, and 1197)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight time wages to Plaintiff and Class Members;
2. For general unpaid wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;
4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);
5. For liquidated damages pursuant to California Labor Code section 1194.2; and
6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and Class Members;
2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and Class Members;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such

1 amounts were due, or as otherwise provided by law;

2 6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
3 or as otherwise provided by law; and

4 7. For such other and further relief as the Court may deem equitable and appropriate.

5 **AS TO THE FIFTH CAUSE OF ACTION**

6 **Failure to Reimburse Employees for Necessary, Business-Related Expenses**

7 **(Lab. Code § 2802)**

8 1. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
10 expenses and costs incurred by Plaintiffs and Class Members;

11 2. For unreimbursed necessary, business-related expenses and such general and special
12 damages as may be appropriate;

13 3. For pre-judgment interest on any unpaid business-related expenses from the date
14 such amounts were due, or as otherwise provided by law;

15 4. For all actual, consequential, and incidental losses and damages, according to proof;

16 5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or
17 as otherwise provided by law; and

18 6. For such other and further relief as the Court may deem equitable and appropriate.

19 **AS TO THE SIXTH CAUSE OF ACTION**

20 **Failure to Furnish Accurate, Itemized Wage Statements (Lab. Code § 226)**

21 1. That the Court declare, adjudge and decree that Defendants violated the
22 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage
23 Order as to Plaintiff and Class Members, and willfully failed to provide accurate itemized wage
24 statements thereto;

25 2. For all actual, consequential, and incidental losses and damages, according to proof;

26 3. For injunctive relief pursuant to California Labor Code section 226(h);

27 4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SEVENTH CAUSE OF ACTION

Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

1. For all actual, consequential and incidental losses and damages, according to proof;

2. For all unpaid wages, overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

3. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate;

AS TO THE EIGHTH CAUSE OF ACTION

**Failure to Timely Pay Wages Owed Every Pay Period During Employment
(Lab. Code § 204)**

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime wages, minimum wages, and/or meal period and rest break premiums owed during their employment;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For statutory penalties according to proof per California Labor Code section 210;

1 4. For pre-judgment interest on any unpaid wages from the date such amounts were due,
2 or as otherwise provided by law;

3 5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as
4 otherwise provided by law; and

5 6. For such other and further relief as the Court may deem equitable and appropriate.

6 **AS TO THE NINTH CAUSE OF ACTION**

7 **Failure to Keep and Maintain Required Records (Lab. Code § 1174)**

8 1. That the Court declare, adjudge, and decree that Defendants violated the California
9 Labor Code sections 1174 and 1198 and the applicable IWC Wage Order as to Plaintiff and Class
10 Members, and willfully failed to provide accurate itemized wage statements thereto;

11 2. For all available derivative damages (unpaid wages, liquidated damages, waiting time
12 penalties, and an award of costs, expenses, and reasonable attorneys' fees);

13 3. For all available statutory penalties under Labor Code section 1174.5, equal to \$500 per
14 employee; and

15 4. For such other and further relief as the Court may deem equitable and appropriate.

16 **AS TO THE TENTH CAUSE OF ACTION**

17 **California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

18 1. That the Court declare, adjudge, and decree that Defendants violated California
19 Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and Class
20 Members all minimum wages, straight-time wages, and overtime wages due to them; failing to
21 provide Plaintiff and Class Members legally compliant meal periods or else pay premiums in lieu
22 thereof; failing to authorize and permit Plaintiff and Class Members to take legally compliant rest
23 breaks or else pay premiums in lieu thereof; failing to provide Plaintiff and Class Members timely,
24 accurate wage statements; failing to timely pay Plaintiff and Class Members all earned wages owed
25 every pay period during employment; failing to keep and maintain required records of Plaintiff's
26 and Class Members' accurate number of hours worked and wages earned; and failing to reimburse
27 Plaintiff and Class Members for all necessary, business-related expenses, constitutes an unlawful
28 business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

3. For the appointment of a receiver to receive, manage and distribute all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*; and

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code sections 17200, *et seq.*

AS TO THE ELEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004

("PAGA"), §§ 2698, *et seq.*, for Violations of California Labor Code Sections

WHEREFORE, Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for judgment against Defendants as follows:

1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violating the California Labor Code sections identified in Plaintiff's PAGA Letter;

2. For default civil penalties pursuant to Labor Code section 2699(f) for Labor Code violations for which no specific civil penalty is provided;

3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to Aggrieved Employees, pursuant to Labor Code section 2699(m);

4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

5. For interest as permitted by law;

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

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and

2. For such other and further relief as the Court may deem equitable and appropriate.

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1 Dated: September 14, 2026

2 **WILSHIRE LAW FIRM**

3
4 By: Cheryl Kenner
5 Tyler Woods
6 Cheryl A. Kenner
7 Tanner F. Hosfield

8 Attorneys for Plaintiff IAN NATHAN BROWN,
9 individually, and on behalf of all others similarly
10 situated and aggrieved

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff demands a trial by jury as to all causes of action triable by jury.

14
15 Dated: September 14, 2026

16 **WILSHIRE LAW FIRM**

17
18 By: Cheryl Kenner
19 Tyler Woods
20 Cheryl A. Kenner
21 Tanner F. Hosfield

22 Attorneys for Plaintiff IAN NATHAN BROWN,
23 individually, and on behalf of all others similarly
24 situated and aggrieved

