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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

AMY RYAN, as an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

NEW LAST BOTTLE, INC., a Delaware
corporation;
DIGITAL BEVERAGE GROUP, INC., a
Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV001824

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**
- (3) VIOLATION OF LABOR CODE
SECTION 2802;**
- (4) VIOLATION OF LABOR CODE
SECTION 226;**
- (5) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (6) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**
- (7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Amy Ryan (“Plaintiff”) hereby submits their Class Action and Representative
2 Action Complaint for Damages, Penalties, and Injunctive Relief against Defendants New Last
3 Bottle, Inc., Digital Beverage Group, Inc., and DOES 1 through 50, inclusive (collectively,
4 “Defendants”), on behalf of themselves and the Class of other similarly situated current and
5 former employees of Defendants for meal period and rest break wages, minimum and overtime
6 wages, reimbursements, and penalties as follows:

7 **INTRODUCTION**

8 1. This class and representative action is brought pursuant to Labor Code sections
9 201 to 204, 226, 226.7, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of
10 2004 (“PAGA”)), 2802, the applicable Wage Order of the Industrial Welfare Commission
11 (“IWC”) (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and
12 Business and Professions Code section 17200 *et seq.* (Unfair Competition Law (“UCL”)).

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

16 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
17 severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
19 all minimum and overtime wages; (3) failing to reimburse necessary work-related expenses;
20 (4) failing to provide accurate wage statements; (5) failing to pay all wages due and owing
21 upon termination of employment; (6) failing to provide requisite notices upon hire; and (7)
22 engaging in unfair or unlawful business practices.

23 **JURISDICTION AND VENUE**

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

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

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 510, 512, 1194, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants and classified as an exempt salaried employee within the statutory time period, and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant New Last Bottle, Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of Napa.

11. Plaintiff is informed and believes and thereon alleges that Defendant Digital Beverage Group, Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of Napa.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in

1 some way for the matters alleged herein and proximately caused Plaintiff and members of the
2 general public and the Class to be subject to the illegal employment practices, wrongs and
3 injuries complained of herein.

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

11 **14.** As such and based upon all the facts and circumstances incident to Defendants'
12 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
13 510, 512, 1194, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

14 **CLASS ACTION ALLEGATIONS**

15 **15. Definition:** Plaintiff seeks class certification pursuant to California Code of
16 Civil Procedure section 382 of a class of all current and former nonexempt employees
17 (including those misclassified as salaried employees) who worked for Defendants in California
18 during the period from September 9, 2022, to the present, including the following Subclasses:

19 **(a) Meal Period Subclass:** all non-exempt employees of Defendants who
20 worked one or more shifts in excess of six (6) hours in California during
21 the period from September 9, 2022, to the present;

22 **As an alternative to Subclass (a):** all non-exempt employees of Defendants
23 who worked one or more shifts in excess of six (6) hours in California
24 without receiving a 30-minute break during which they were relieved of
25 all duties, during the period from September 9, 2022, to the present;

26 **(b) Rest Break Subclass:** all non-exempt employees of Defendants who
27 worked one or more shifts of three and one-half (3.5) hours or more in
28 California during the period from September 9, 2022, to the present;

1 **As an alternative to Subclass (b):** all non-exempt employees of Defendants
2 who worked one or more shifts of three and one-half (3.5) hours or more
3 in California without receiving all required paid 10-minute breaks during
4 which they were relieved of all duties, during the period September 9,
5 2022, to the present;

6 **(c) Overtime Subclass:** all non-exempt employees of Defendants who
7 worked one or more shifts in excess of eight (8) hours in a day or forty
8 (40) hours in a workweek in California during the period from
9 September 9, 2022, to the present;

10 **As an alternative to Subclass (c):** all non-exempt employees of Defendants
11 who worked one or more shifts in excess of eight (8) hours in a day or
12 forty (40) hours in a workweek in California and were not properly paid
13 all overtime wages during the period from September 9, 2022, to the
14 present;

15 **(d) Minimum Wage Subclass** all non-exempt employees of Defendants
16 who worked in California and were not properly paid all minimum
17 wages during the period from September 9, 2022, to the present;

18 **(e) Wage Statement Subclass:** all non-exempt employees of Defendants
19 who worked in California and received an itemized wage statement
20 during the period of September 9, 2023, to the present;

21 **(f) Terminated Employee Subclass:** all non-exempt employees of
22 Defendants who worked in California and who were not properly paid
23 all wages on termination or within 72 hours thereof during the period of
24 September 9, 2023, to the present;

25 **(g) Reimbursement Subclass:** all non-exempt employees of Defendants
26 who worked in California, and incurred business expenses for which
27 they were not reimbursed, at any time during the period of September 9,
28 2022, to the present;

1 **16. Numerosity:** The members of the Class are so numerous that joinder of all
2 members would be impractical, if not impossible. The identities of the members of the Class
3 are readily ascertainable by objective, easily understood terms contained within the Class and
4 Subclass definitions, and by review of Defendants' records, including payroll records.

5 **17. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
6 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's
7 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.
8 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and
9 currently have a number of wage-and-hour class actions pending in California courts.

10 **18.** Defendants administered a corporate policy, practice and/or procedure of (1)
11 failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest
12 breaks; (3) failing to reimburse necessary work-related expenses; (4) failing to provide
13 accurate wage statements; (5) failing to timely pay all wages due and owing upon termination
14 of employment; and (6) engaging in unfair business practices. Plaintiff alleges this corporate
15 conduct is accomplished with the advance knowledge and designed intent to willfully withhold
16 appropriate wages for work performed members of the Class.

17 **19. Common Question of Law and Fact:** There are predominant common
18 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
19 Class concerning whether Defendants' policies and practices regularly denied Class Members
20 overtime and minimum wages, meal periods and rest breaks, reimbursements, accurate wage
21 statements, and wages upon termination of employment.

22 **20. Typicality:** The claims of Plaintiff are typical of the claims of all members of
23 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
24 Code sections 201 to 204, 226, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order,
25 and the UCL. Plaintiff worked at least one shift in excess of six hours during which they were
26 not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of
27 3.5 hours or greater during which they were not authorized and permitted all duty-free, legally
28 mandated rest breaks. Plaintiff worked at least one shift over eight hours during which they

1 were not paid at the correct rate of pay for all hours worked, including overtime hours worked.
2 Plaintiff received wage statements during their employment. Plaintiff's employment terminated
3 during the statutory period and Plaintiff was not timely paid all wages due and owing them
4 upon termination. Plaintiff incurred work-related expenses that were not reimbursed, including
5 expenses incurred through the required use of a personal cell phone for work purposes.

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

REGARDING MEAL PERIOD AND REST BREAK WAGES

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

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

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

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

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

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

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

14 **SECOND CAUSE OF ACTION**

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

16 **REGARDING OVERTIME AND MINIMUM WAGES**

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

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

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

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

27 **36.** Further, the company had a policy, practice and/or procedure of discouraging
28 the recording of required overtime hours worked. For example, Plaintiff would be required to

1 participate in meetings that would necessitate overtime, and would get pre-approval/pre-
2 authorization/acknowledgement from his manager Michael Peden, but Mr. Peden would later
3 deny he authorized the overtime hours worked. This would require Plaintiff to prove the
4 authorization for overtime - effectively discouraging the recording of all overtime, authorized
5 or unauthorized. Plaintiff is informed and believes and thereupon alleges that this was a
6 company policy, practice and/or procedure to avoid payment of overtime. Plaintiff told Mr.
7 Peden that he worked overtime and did not record it, and Mr. Peden approved this practice -
8 consistent with the above allegation that the company does not want to pay for authorized or
9 unauthorized overtime. Mr. Peden also confirmed all management knew Plaintiff was working
10 unauthorized overtime, without the requested preapproval (and post-approval).

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

14 **38.** Such a pattern, practice and administration of corporate policy regarding illegal
15 employee compensation as described herein is unlawful and creates an entitlement to recovery
16 by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid
17 balance of the full amount of minimum wages owing, including liquidated damages, interest,
18 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
19 1194.

20 **THIRD CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTION 2802**

22 **REGARDING BUSINESS EXPENSES**

23 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
24 **SUBCLASSES (e), (f), and (g))**

25 **39.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 as
26 though fully set for herein.

27 **40.** At all times relevant herein, Defendants were required to indemnify their
28 employees for all necessary expenditures or losses incurred in direct consequence of the

1 discharge of the employees' duties, or of the employees' obedience to the directions of the
2 employer pursuant to California Labor Code § 2802.

3 **41.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
4 the Class and Subclasses (e), (f), and (g) for all necessary work-related expenses, including, but
5 not limited to, the required use of personal cell phones for work purposes.

6 **42.** Such a pattern, practice and administration of corporate policy as described
7 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and
8 Subclasses (e), (f), and (g) in a civil action, for all damages and/or penalties pursuant to Labor
9 Code § 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit
10 according to the mandate of California Labor Code § 2802.

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

16 **FOURTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE SECTION 226**

18 **REGARDING RECORD KEEPING**

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

21 **44.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 43 as
22 though fully set forth herein.

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

25 **46.** In violation of Labor Code section 226, Defendants failed in their affirmative
26 obligation to keep *accurate* records for their California employees. For example, as a result of
27 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
28 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages

1 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
2 Plaintiff received at least one such wage statement during their employment with Defendants.
3 Defendants also failed to provide Plaintiff their employment records withing set forth in Labor
4 Code section 226(b).

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

10 **FIFTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

12 **REGARDING WAITING TIME PENALTIES**

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

14 **THE CLASS AND ALL SUBCLASSES)**

15 **48.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 47 as
16 though fully set for herein.

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

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

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

27 **52.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
28 the wages due and owing them upon separation from employment results in a continuation of

1 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
2 Members who have separated from employment are entitled to compensation pursuant to
3 Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA**

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

8 **53.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 52 as
9 though fully set forth herein.

10 **54.** PAGA expressly establishes that any provision of the California Labor Code
11 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
12 departments, divisions, commissions, boards, agencies or employees for a violation of the
13 California Labor Code, may be recovered through a civil action brought by an aggrieved
14 employee on behalf of themselves or themselves, and other current or former employees.

15 **55.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
16 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as
17 permitted by PAGA through a representative action pursuant to the PAGA and the California
18 Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not
19 required to, nor do they, seek class certification of the PAGA claims under Code of Civil
20 Procedure section 382.

21 **56.** On July 6, 2026, Plaintiff provided written notice to the LWDA and Defendants
22 of the specific provisions of the Labor Code they contend were violated, and the theories
23 supporting their contentions. To date, they have not received a response.

24 **57.** Plaintiff and the other non-exempt employees are "aggrieved employees" as
25 defined by California Labor Code section 2699(c) in that they are all current or former
26 employees of Defendants, and one or more of the alleged violations was committed against
27 them.

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

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

6 **59.** During the relevant time period, Defendants failed to provide all required meal
7 periods and rest breaks to Plaintiff and other aggrieved employees. Specifically, Defendants
8 failed to actively relieve Plaintiff and other aggrieved employees of duty for meal periods and
9 failed to provide a reasonable opportunity to take meal periods. Plaintiff and other aggrieved
10 employees had no mechanism by which to notify co-workers and superiors they were on meal
11 periods, were required to remain on-call during meal periods, and were accordingly unable to
12 insulate their meal periods from the demands of colleagues. As a result, meal periods were
13 either entirely on-call, cut short, or missed altogether. In addition, Defendants impeded,
14 discouraged, or coerced employees to skip or delay breaks by not protecting breaks from
15 performance measurements. Further, Defendants altogether failed to authorize and permit rest
16 breaks, failed to notify Plaintiff and other aggrieved employees of the right to rest breaks, and
17 failed to provide any reasonable opportunity to take rest breaks. Despite these facts,
18 Defendants failed to pay meal period and rest break premium wages for missed or inadequate
19 meal periods and rest breaks.

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

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

24 **61.** During the relevant time period, Defendants failed to compensate Plaintiff and
25 other aggrieved employees for all hours worked, in particular, the time spent working through
26 recorded meal periods, and time spent completing onboarding tasks and paperwork prior to the
27 start of the first recorded shift Defendants also failed to include non-discretionary bonuses in
28 the regular rate of pay for purposes of calculating the overtime rate for Plaintiff and other

1 aggrieved employees. For a portion of the time period, Defendants also misclassified Plaintiff
2 and other aggrieved employees as salaried exempt, and during that time, failed to compensate
3 employees for overtime hours worked, and for time spent on-call outside of regular working
4 hours. For all these reasons, Defendants did not provide Ms. Ryan or aggrieved employees
5 with the minimum and overtime wages to which they were entitled.

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

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

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

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

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

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

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

20 **66.** At all times relevant herein, Defendants were required to keep *accurate* records
21 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
22 1174(d), and to produce records upon request within the time required by Labor Code section
23 226(c).

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

1 number of hours worked at each hourly rate. Defendants also failed to provide Plaintiff their
2 employment records withing set forth in Labor Code section 226(b).

3 **Failure to Reimburse Necessary Work-Related Expenses**

4 **68.** At all times relevant herein, Defendants were required reimburse employees for
5 necessary work-related expenses pursuant to the mandate of Labor Code section 2802.

6 **69.** During the relevant time period, Defendants failed to reimburse Plaintiff and
7 other aggrieved employees for the full amount of business expenses, including expenses
8 incurred through the required use of personal cell phones for work purposes.

9 **Penalties**

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

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

17 **72.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
18 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
19 records upon request;

20 **73.** Penalties under Labor Code section 558 in the amount of fifty dollars (\$50) for
21 each aggrieved employee per pay period for the initial violation, and one hundred dollars
22 (\$100) for each aggrieved employee per pay period for each subsequent violation;

23 **74.** Penalties under Labor Code section 1197.1 in the amount of a hundred dollars
24 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
25 fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

26 **75.** Penalties under Labor Code section 2802(d) in an amount sufficient to recover
27 unreimbursed business expenses;

28 **76.** Penalties under Labor Code section 210 of \$100 for the first violation of section

1 and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully
2 withheld;

3 **77.** Penalties under Labor Code section 2699 in the amount of \$25 per employee per
4 pay period for inaccurate wage statements, \$250 per employee for missing wage statements,
5 and \$750 for any failure to produce records upon request;

6 **78.** Penalties under Labor Code section 2802(d) in an amount sufficient to recover
7 unreimbursed business expenses.

8 **79.** Any and all additional penalties and sums as provided by the Labor Code and/or
9 other statutes;

10 **80.** Injunctive relief to prohibit Defendants from continuing to engage in the Labor
11 Code violations complained of herein; and

12 **81.** Attorneys' fees and costs as permitted by law.

13 **SEVENTH CAUSE OF ACTION**

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

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

16 **THE CLASS AND ALL SUBCLASSES)**

17 **82.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 81 as
18 though fully set for herein.

19 **83.** Defendants, and each of them, have engaged and continue to engage in unfair
20 and unlawful business practices in California by practicing, employing and utilizing the
21 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
22 all overtime and minimum wages, (2) all meal period and rest break wages, (3) accurate wage
23 statements, (4) all wages due and owing upon termination of employment, and (5)
24 reimbursements.

25 **84.** Defendants' utilization of such business practices constitutes unfair, unlawful
26 competition and provides an unfair advantage over Defendants' competitors.

27 **85.** The acts complained of herein occurred within the last four years preceding the
28 filing of the complaint in this action.

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

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

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for reimbursements, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code section 203;
9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to

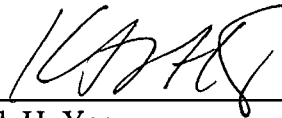
statute as set forth in Labor Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2802, and the applicable IWC Wage Order, and for injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein;

10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200 *et seq.*; and

11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code sections 218.5, 218.6, 226, 1194, PAGA, 2802, and Code of Civil Procedure section 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: September 9, 2026

YOON LAW, APC



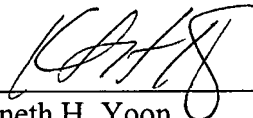
Kenneth H. Yoon
Attorneys for Plaintiff Amy Ryan

DEMAND FOR JURY TRIAL

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

Dated: September 9, 2026

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Amy Ryan