

Clerk of the Superior Court
By P. Neal , Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CAMERON GRIFFIN, an individual, on
behalf of himself and all others similarly
situated, and the State of California,

Plaintiff,

vs.

AREAS SAN JV, LLC, a Limited Liability
Company; AREAS USA SAN, LLC, a
Limited Liability Company; and DOES 1 to
50, inclusive,

Defendants.

CASE NO.: 26CU048233C

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR
DAMAGES AND CIVIL PENALTIES**

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);
9. Violation of California Business & Professions Code § 17200, *et seq.*; and

10. Civil Penalties Under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CAMERON GRIFFIN (“Plaintiff”), individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees, and alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action are brought pursuant to the California Code of Civil Procedure section 382 and the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other 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.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Diego. The majority of acts and omissions alleged herein relating to

1 Plaintiff, the other class members, and the other aggrieved employees took place in the State of
2 California, including the County of San Diego, where Plaintiff worked for Defendants at 322 N.
3 Harbor Dr., San Diego, CA 92101.

4 5. Plaintiff is an "aggrieved employee" under PAGA, California Labor Code section
5 2699(c), in that Plaintiff was employed by Defendants during the applicable statutory period and
6 suffered one or more of the Labor Code violations alleged herein. The other aggrieved employees
7 Plaintiff seeks to represent are all other current and former hourly-paid or non-exempt employees
8 of Defendants in the State of California who suffered one or more of the same Labor Code
9 violations during the applicable statutory period.

10 6. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved
11 employees such as Plaintiff, on behalf of themselves and all other current and former aggrieved
12 employees within the statutory period, to bring a civil action to recover civil penalties pursuant to
13 the procedures specified in Labor Code section 2699.3.

14 7. On July 6, 2026, Plaintiff provided written notice by online electronic submission
15 to the Labor and Workforce Development Agency ("LWDA") and by U.S. Certified Mail to
16 Defendant AREAS SAN JV, LLC of the specific provisions of the California Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations, in
18 accordance with Labor Code section 2699.3(a)(1).

19 8. As of the filing of this Complaint, more than sixty-five (65) calendar days have
20 passed since the postmark date of Plaintiff's notice, and the LWDA has not provided notice of its
21 intention to investigate the alleged violations within that time, nor has it issued any notice curing
22 the same. Accordingly, Plaintiff has satisfied the administrative prerequisites under Labor Code
23 section 2699.3(a) and may pursue civil penalties under PAGA for the violations alleged herein.

24 9. Plaintiff, on behalf of himself, the State of California, and all other aggrieved
25 employees, seeks to recover the civil penalties provided by PAGA, plus reasonable attorneys' fees
26 and costs, as permitted by Labor Code section 2699.

PARTIES

10. Plaintiff CAMERON GRIFFIN is an individual residing in the State of California, County of San Diego. Plaintiff was employed by Defendants as an hourly-paid, non-exempt employee, working as a bartender, from approximately September 28, 2025, through approximately June 18, 2026. As set forth above, Plaintiff brings this action individually, as a class representative on behalf of the other class members, and as a representative of the State of California and other aggrieved employees pursuant to PAGA.

11. Defendant AREAS SAN JV, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Diego, and who operates airport and travel food and beverage concessions, including at San Diego International Airport and related properties.

12. Defendant AREAS USA SAN, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

13. At all relevant times, Defendants AREAS SAN JV, LLC and AREAS USA SAN, LLC were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes, including PAGA and the California Labor Code.

14. At all times herein relevant, Defendants AREAS SAN JV, LLC and AREAS USA SAN, LLC, and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns of each other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

15. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon, alleges

1 that each of the defendants designated as a DOE is legally responsible for the events and
2 happenings referred to in this Complaint and unlawfully caused the injuries and damages to
3 Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of
4 court to amend this Complaint to show the true names and capacities when the same have been
5 ascertained.

6 16. Defendants AREAS SAN JV, LLC and AREAS USA SAN, LLC, and DOES 1 to
7 50 will hereinafter collectively be referred to as "Defendants."

8 17. Under California law, Defendants are jointly and severally liable as employers for
9 violations alleged herein because they have each exercised sufficient control over the wages,
10 hours, working conditions, and employment status of Plaintiff and the other class members. Each
11 Defendant had the power to hire and fire Plaintiff and the other class members, supervised and
12 controlled their work schedule and/or conditions of employment, determined their rate of pay,
13 and maintained their employment records. Defendants suffered or permitted Plaintiff and the
14 other class members to work and/or "engaged" Plaintiff and the other class members so as to
15 create a common-law employment relationship. As joint employers of Plaintiff and the other class
16 members, Defendants are jointly and severally liable for civil penalties available to Plaintiff and
17 the other class members under the law.

18 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
19 Defendants, and each of them, have acted as joint employers with respect to Plaintiff, the other
20 class members, and the other aggrieved employees because Defendants have:

- 21 a. jointly exercised meaningful control over work performed by Plaintiff, the
22 other class members, and the other aggrieved employees;
- 23 b. jointly exercised meaningful control over Plaintiff, the other class members',
24 and the other aggrieved employees' wages, hours, and working conditions,
25 including the quantity, quality standards, speed, scheduling, and operative
26 details of the tasks performed by Plaintiff, the other class members, and the
27 other aggrieved employees;
- 28 c. jointly required Plaintiff, the other class members, and the other aggrieved

employees to perform work which is an integral part of Defendants' business;
and

- d. jointly exercised control over Plaintiff, the other class members, and the other aggrieved employees as a matter of economic reality in that Plaintiff, the other class members, and the other aggrieved employees were dependent on Defendants; who shared the power to set the wages of Plaintiff, the other class members, and the other aggrieved employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated and, thus, seeks class certification under California Code of Civil Procedure section 382.

20. The proposed class is defined as follows:

Class: All current and former hourly-paid or non-exempt employees who worked for any of Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

21. Plaintiff reserves the right to establish additional subclasses as appropriate.

22. The class is ascertainable, and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the

interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency 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 this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

23. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants failed to pay Plaintiff and the other class members for all hours actually worked, including time worked while clocked out for meal periods;

- 1 c. Whether Defendants required Plaintiff and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiff
4 and the other class members;
- 5 d. Whether Defendants deprived Plaintiff and the other class members of
6 compliant meal periods or required Plaintiff and the other class members
7 to work during meal periods without compensation;
- 8 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
9 other class members for all hours worked;
- 10 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
11 class members within the required time upon their discharge or resignation;
- 12 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the
13 other class members during their employment;
- 14 h. Whether Defendants complied with wage reporting as required by the
15 California Labor Code, including, inter alia, section 226;
- 16 i. Whether Defendants kept complete and accurate payroll records as
17 required by the California Labor Code, including, inter alia, section
18 1174(d);
- 19 j. Whether Defendants' conduct was willful or reckless;
- 20 k. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, *et seq.*;
- 22 l. The appropriate amount of damages, restitution, and/or monetary penalties
23 resulting from Defendants' violation of California law; and
- 24 m. Whether Plaintiff and the other class members are entitled to compensatory
25 damages pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

27 24. At all relevant times set forth herein, Defendants employed Plaintiff and the other
28 class members as hourly-paid or non-exempt employees within the State of California, including

1 the County of San Diego.

2 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
3 exempt bartender from approximately September 28, 2025, through approximately June 18, 2026,
4 at Defendants' location at 322 N. Harbor Dr., San Diego, California 92101.

5 26. During his employment, Plaintiff was paid an hourly rate of \$16.70, which was
6 later increased to \$17.67.

7 27. Defendants hired Plaintiff and the other class members, classified them as
8 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
9 missed meal periods and/or rest breaks.

10 28. Defendants had the authority to hire and terminate Plaintiff and the other class
11 members, to set work rules and conditions governing Plaintiff's and the other class members'
12 employment, and to supervise their daily employment activities.

13 29. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
15 and the Class.

16 30. Defendants directly hired and paid wages and benefits to Plaintiff and the other
17 class members.

18 31. Defendants continue to employ hourly-paid or non-exempt employees within the
19 State of California.

20 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the Class were entitled to receive certain wages
22 for overtime compensation and that they were not receiving accurate overtime compensation for
23 all overtime hours worked.

24 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the Class all required rest and meal periods during the relevant time
26 period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus,
27 they are entitled to any and all applicable penalties.

28 34. Throughout Plaintiff's employment, Defendants maintained a policy and practice

1 of directing employees, including Plaintiff, to clock out of Defendants' timekeeping system for
2 their meal periods, while requiring or permitting Plaintiff and other employees to continue
3 performing work duties during the time they were clocked out.

4 35. Defendants directly instructed Plaintiff and other class members to clock out for
5 meal periods and continue working. Plaintiff is informed and believes, and thereon alleges, that
6 these managers told Plaintiff and other class members that employees earned more money by
7 working through their meal periods because doing so allowed them to keep earning tips during
8 that time.

9 36. Defendants directly instructed Plaintiff and other class members to work through
10 rest breaks. Plaintiff is informed and believes, and thereon alleges, that these managers told
11 Plaintiff and other class members that employees earned more money by working through their
12 rest breaks because doing so allowed them to keep earning tips during that time.

13 37. Plaintiff is informed and believes, and thereon alleges, that Defendants'
14 management was aware that Plaintiff and other class members, were not actually taking their
15 legally required meal periods notwithstanding that they were clocked out as though they had.

16 38. Plaintiff is informed and believes, and thereon alleges, that Defendants'
17 management was aware that Plaintiff and other class members, were not actually taking their
18 legally required rest breaks.

19 39. As a direct result of this practice, Defendants failed to accurately record the actual
20 hours worked by Plaintiff and the other class members, since time spent working during clocked-
21 out meal periods was not reflected in Defendants' payroll and timekeeping records.

22 40. Plaintiff and the other class members were not provided with a duty-free,
23 uninterrupted thirty (30) minute meal period as required by California law. Instead, Plaintiff and
24 the other class members were required or permitted to continue performing job duties, such as
25 serving customers, preparing drinks, and handling related duties, during the time they were
26 clocked out for their meal periods.

27 41. Defendants did not pay Plaintiff and the other class members one additional hour
28 of pay at their regular rate of compensation, as required under California Labor Code section

1 226.7(c), for each workday on which a compliant meal period was not provided.

2 42. Plaintiff and other class members were not provided with a ten (10) minute
3 uninterrupted and paid rest break for every four hours of work as required under California law.
4 Instead, Plaintiff and the other class members were required or permitted to continue performing
5 job duties, such as serving customers, preparing drinks, and handling related duties, during their
6 rest break.

7 43. Defendants did not pay Plaintiff and the other class members one additional hour
8 of pay at their regular rate of compensation, as required under California Labor Code section
9 226.7, for each workday on which a compliant rest break was not provided.

10 44. Because Plaintiff's and the other class members' clocked-out work time was not
11 recorded or compensated, Defendants failed to pay Plaintiff and the other class members for all
12 hours actually worked, including at overtime rates of pay for any such uncompensated time that,
13 together with their recorded hours, exceeded eight (8) hours in a day and/or forty (40) hours in a
14 week.

15 45. Defendants' practice of directing Plaintiff and the other class members to clock out
16 while continuing to work also resulted in Plaintiff and the other class members not being paid at
17 least minimum wage for all hours actually worked, in violation of California Labor Code sections
18 1194, 1197, and 1197.1.

19 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other class members were entitled to be paid for all hours
21 worked, including hours worked during clocked-out meal periods, and that Defendants' practice
22 of requiring or permitting off-the-clock work was a deliberate business practice intended to
23 minimize payroll costs and increase Defendants' profits.

24 47. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff and the other class members.

26 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members at least minimum wages for all hours worked.

28 49. During the relevant time period, Defendants rounded the work time recorded by

1 Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or
2 that favored Defendants over time, resulting in Plaintiff and the other class members being
3 underpaid for their time worked.

4 50. During the relevant time period, Defendants failed to pay Plaintiff and the other
5 class members all wages owed to them upon discharge or resignation.

6 51. During the relevant time period, Defendants failed to pay Plaintiff and the other
7 class members all wages within any time permissible under California law, including, *inter alia*,
8 California Labor Code section 204.

9 52. During the relevant time period, Defendants failed to provide complete or
10 accurate wage statements to Plaintiff and the other class members.

11 53. During the relevant time period, Defendants failed to keep complete or accurate
12 payroll records for Plaintiff and the other class members.

13 54. As a result of Defendants' failure to accurately record and pay for all hours worked
14 by Plaintiff and the other class members, the wage statements Defendants furnished to Plaintiff
15 and the other class members did not accurately reflect the total number of hours actually worked
16 or the gross wages actually earned, in violation of California Labor Code section 226(a).

17 55. As a further result of Defendants' practices described herein, Defendants failed to
18 maintain complete and accurate payroll records reflecting the actual hours worked daily by
19 Plaintiff and the other class members, in violation of California Labor Code section 1174(d).

20 56. Plaintiff's employment with Defendants ended on or about June 18, 2026. At the
21 time Plaintiff's employment ended, Defendants failed to pay Plaintiff all wages earned and unpaid,
22 including wages for hours worked off-the-clock during meal periods and any resulting unpaid
23 overtime and meal period premiums, in violation of California Labor Code sections 201 and 202.

24 57. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in
25 the same policies and practices described herein with respect to the other class members
26 throughout the applicable statutory period, on a uniform, company-wide basis.

27 58. Plaintiff is informed and believes, and thereon alleges, that the foregoing
28 violations were the product of Defendant AREAS SAN JV, LLC's policies and practices

1 applicable to the other aggrieved employees on a uniform, company-wide basis, such that civil
2 penalties under PAGA are warranted for each of the Labor Code violations described above.

3 **FIRST CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 510 and 1198**

5 **(Against All Defendants)**

6 59. Plaintiff incorporates by reference the allegations contained in all preceding
7 paragraphs, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 60. California Labor Code section 1198 and the applicable IWC Wage Order provide
10 that it is unlawful to employ persons without compensating them at a rate of pay either one-and-
11 one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number
12 of hours worked by the person on a daily or weekly basis.

13 61. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiff and the other class members who worked more than eight (8) hours
15 in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours
16 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

17 62. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and the other class members overtime compensation at a rate of two times
19 (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 63. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
23 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
24 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 64. As alleged above, Defendants maintained a policy and practice of directing
26 Plaintiff and the other class members to clock out of Defendants' timekeeping system for their
27 meal periods while continuing to require or permit them to perform work during that clocked-out
28 time. As a result, hours actually worked by Plaintiff and the other class members went unrecorded

1 and uncompensated.

2 65. During the relevant time period, this unrecorded and uncompensated time, when
3 added to Plaintiff's and the other class members' recorded hours, caused Plaintiff and the other
4 class members to work in excess of eight (8) hours in a day and/or forty (40) hours in a week.

5 66. During the relevant time period, Defendants intentionally and willfully failed to
6 pay overtime wages owed to Plaintiff and the other class members for this unrecorded and
7 uncompensated time.

8 67. Defendants' failure to pay Plaintiff and the other class members the unpaid balance
9 of overtime compensation, as required by California law, violates the provisions of California
10 Labor Code sections 510 and 1198.

11 68. Pursuant to California Labor Code section 1194, Plaintiff and the other class
12 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
13 attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226.7 and 512(a)**

16 **(Against All Defendants)**

17 69. Plaintiff incorporates by reference the allegations contained in all preceding
18 paragraphs, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 70. At all relevant times, the IWC Wage Order and California Labor Code sections
21 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by
22 Defendants.

23 71. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any meal period mandated by the applicable
25 IWC Wage Order.

26 72. At all relevant times, the applicable IWC Wage Order and California Labor Code
27 section 512(a) provide that an employer may not require, cause, or permit an employee to work
28 for a work period of more than five (5) hours per day without providing the employee with a meal

1 period of not less than thirty (30) minutes, except that if the total work period per day of the
2 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
3 both the employer and employee.

4 73. At all relevant times, the applicable IWC Wage Order and California Labor Code
5 section 512(a) further provide that an employer may not require, cause, or permit an employee to
6 work for a work period of more than ten (10) hours per day without providing the employee with
7 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
9 consent of the employer and the employee, only if the first meal period was not waived.

10 74. As alleged above, throughout Plaintiff's employment, Defendants maintained a
11 policy and practice of directing Plaintiff and the other class members to clock out of Defendants'
12 timekeeping system for their meal periods while requiring or permitting them to continue
13 performing work duties, including serving customers and preparing drinks, during that clocked-
14 out time.

15 75. As a result of this practice, Plaintiff and the other class members did not receive a
16 duty-free, uninterrupted thirty (30) minute meal period, notwithstanding that Defendants'
17 timekeeping records reflected them as clocked out and on an unpaid meal break.

18 76. During the relevant time period, Defendants intentionally and willfully required
19 Plaintiff and the other class members to work during meal periods and failed to compensate them
20 for the full meal period premium for work performed during meal periods.

21 77. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members the full meal period premium due pursuant to California Labor Code section 226.7.

23 78. Defendants' conduct violates the applicable IWC Wage Order and California
24 Labor Code sections 226.7 and 512(a).

25 79. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employees' regular rate of compensation for each workday that a
28 meal period was not provided.

1 **THIRD CAUSE OF ACTION**

2 **Violation of California Labor Code § 226.7**

3 **(Against All Defendants)**

4 80. Plaintiff incorporates by reference the allegations contained in all preceding
5 paragraphs, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 81. At all times herein set forth, the applicable IWC Wage Order and California Labor
8 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
9 Defendants.

10 82. At all relevant times, California Labor Code section 226.7 provides that no
11 employer shall require an employee to work during any rest period mandated by the applicable
12 IWC Wage Order.

13 83. At all relevant times, the applicable IWC Wage Order provides that "[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as
15 practicable, shall be in the middle of each work period" and that the "rest period time shall be
16 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
17 hours worked, or major fraction thereof," unless the total daily work time is less than three and
18 one-half (3 ½) hours.

19 84. Plaintiff is informed and believes, and thereon alleges, that Defendants'
20 understaffing and workload practices, described above with respect to meal periods, similarly
21 interfered with Plaintiff's and the other class members' ability to take compliant rest periods during
22 shifts of four (4) or more hours.

23 85. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full rest period premium due pursuant to California Labor Code section 226.7
25 for each workday on which a compliant rest period was not authorized and permitted.

26 86. Defendants' conduct violates the applicable IWC Wage Order and California
27 Labor Code section 226.7.

28 87. Pursuant to the applicable IWC Wage Order and California Labor Code section

226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that a rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against All Defendants)

88. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage for all hours worked, and any lesser payment than the fixed minimum is unlawful.

90. As alleged above, Defendants' practice of directing Plaintiff and the other class members to clock out of Defendants' timekeeping system for their meal periods, while requiring or permitting them to continue performing work during that clocked-out time, caused that time to go entirely unrecorded and uncompensated.

91. During the relevant time period, as a result of this practice, Plaintiff and the other class members did not receive any compensation, including minimum wage compensation, for hours actually worked during their clocked-out meal periods, in violation of California Labor Code sections 1194, 1197, and 1197.1.

92. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

93. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages and \$250.00 for each subsequent failure to pay each employee

1 minimum wages.

2 94. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
3 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
4 unpaid and interest thereon.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 201 and 202**

7 **(Against All Defendants)**

8 95. Plaintiff incorporates by reference the allegations contained in all preceding
9 paragraphs, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 96. At all relevant times herein set forth, California Labor Code sections 201 and 202
12 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately, and if an employee quits his or her employment, his
14 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
15 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
16 case the employee is entitled to his or her wages at the time of quitting.

17 97. As alleged above, Plaintiff's employment with Defendants ended by way of
18 discharge on or about June 18, 2026.

19 98. At the time of Plaintiff's discharge, Defendants failed to pay Plaintiff all wages
20 earned and unpaid, including wages owed for hours worked off-the-clock during meal periods
21 and any resulting unpaid overtime, minimum wage, and meal period premium amounts, as alleged
22 above.

23 99. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members who are no longer employed by Defendants their earned
25 and unpaid wages immediately upon discharge, or within seventy-two (72) hours of resignation,
26 as applicable.

27 100. Defendants' failure to pay Plaintiff and the other class members their earned and
28 unpaid wages within the time required by law is in violation of California Labor Code sections

201 and 202.

101. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than thirty (30) days.

102. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204

(Against All Defendants)

103. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

107. As alleged above, throughout Plaintiff's employment, Defendants' practice of directing Plaintiff and the other class members to clock out for meal periods while continuing to

1 work caused wages earned during that time, including regular, overtime, and minimum wage
2 compensation, to go unrecorded and therefore unpaid on the regular paydays when those wages
3 were due.

4 108. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiff and the other class members all wages due to them within any time period
6 permissible under California Labor Code section 204.

7 109. Plaintiff and the other class members are entitled to recover all remedies available
8 for violations of California Labor Code section 204.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 226(a)**

11 **(Against All Defendants)**

12 110. Plaintiff incorporates by reference the allegations contained in all preceding
13 paragraphs, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 111. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
18 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
19 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
20 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
21 of the period for which the employee is paid, (7) the name of the employee and only the last four
22 digits of his or her social security number or an employee identification number other than a social
23 security number, (8) the name and address of the legal entity that is the employer, and (9) all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate by the employee. The deductions made from payments of wages shall
26 be recorded in ink or other indelible form, properly dated with the month, day, and year, and a
27 copy of the statement or a record of the deductions shall be kept on file by the employer for at
28 least three years at the place of employment or at a central location within the State of California.

1 112. As alleged above, Defendants' practice of directing Plaintiff and the other class
2 members to clock out for meal periods while continuing to work caused the actual hours worked,
3 and the actual gross wages earned, by Plaintiff and the other class members to go unrecorded.

4 113. As a direct result, the wage statements Defendants furnished to Plaintiff and the
5 other class members failed to accurately reflect the total number of hours actually worked and the
6 actual gross wages earned, in violation of California Labor Code section 226(a).

7 114. Defendants' failure to provide Plaintiff and the other class members with complete
8 and accurate wage statements was knowing and intentional.

9 115. As a result of Defendants' violation of California Labor Code section 226(a),
10 Plaintiff and the other class members have suffered injury and damage to their statutorily
11 protected rights.

12 116. More specifically, Plaintiff and the other class members have been injured by
13 Defendants' knowing and intentional violation of California Labor Code section 226(a) because
14 they were denied both their legal right to receive, and their protected interest in receiving, accurate
15 and itemized wage statements pursuant to California Labor Code section 226(a).

16 117. Plaintiff and the other class members are entitled to recover from Defendants the
17 greater of their actual damages caused by Defendants' failure to comply with California Labor
18 Code section 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

19 118. Plaintiff and the other class members are also entitled to injunctive relief to ensure
20 compliance with this section pursuant to California Labor Code section 226(h).

21 **EIGHTH CAUSE OF ACTION**

22 **Violation of California Labor Code § 1174(d)**

23 **(Against All Defendants)**

24 119. Plaintiff incorporates by reference the allegations contained in all preceding
25 paragraphs, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 120. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
28 central location in the state or at the plants or establishments at which employees are employed,

1 payroll records showing the hours worked daily by and the wages paid to employees employed at
2 the respective plants or establishments. These records shall be kept in accordance with rules
3 established for this purpose by the commission, but in any case shall be kept on file for not less
4 than three years.

5 121. As alleged above, Defendants' practice of directing Plaintiff and the other class
6 members to clock out for meal periods while continuing to work caused the actual hours worked
7 daily by Plaintiff and the other class members to go unrecorded in Defendants' timekeeping and
8 payroll systems.

9 122. As a result, Defendants have failed to keep accurate and complete payroll records
10 showing the hours actually worked daily by, and the wages actually owed to, Plaintiff and the
11 other class members.

12 123. Defendants' failure to keep accurate and complete payroll records was knowing
13 and intentional.

14 124. As a result of Defendants' violation of California Labor Code section 1174(d),
15 Plaintiff and the other class members have suffered injury and damage to their statutorily
16 protected rights.

17 125. More specifically, Plaintiff and the other class members have been injured by
18 Defendants' knowing and intentional violation of California Labor Code section 1174(d) because
19 they were denied both their legal right and protected interest in having available, accurate, and
20 complete payroll records pursuant to California Labor Code section 1174(d).

21 **NINTH CAUSE OF ACTION**

22 **Violation of California Business & Professions Code § 17200, *et seq.***

23 **(Against All Defendants)**

24 126. Plaintiff incorporates by reference the allegations contained in all preceding
25 paragraphs, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 127. Defendants' conduct, as alleged herein, has been and continues to be unfair,
28 unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants'

competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.* A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of directing employees, including Plaintiff and the other class members, to clock out for meal periods while continuing to work, without paying them proper compensation, violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202, and 204. Defendants also violated California Labor Code sections 226(a) and 1174(d).

128. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

129. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

130. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and an award of costs.

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1 **Failure to Pay Overtime**

2 136. Defendant AREAS SAN JV, LLC 's failure to pay legally required overtime wages
3 to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Order
4 and constitutes a violation of California Labor Code sections 510 and 1198.

5 **Failure to Provide Meal Periods**

6 137. Defendant AREAS SAN JV, LLC 's failure to provide legally required meal
7 periods to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage
8 Order and constitutes a violation of California Labor Code sections 226.7 and 512(a).

9 **Failure to Provide Rest Periods**

10 138. Defendant AREAS SAN JV, LLC 's failure to provide legally required rest periods
11 to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage Order
12 and constitutes a violation of California Labor Code section 226.7.

13 **Failure to Pay Minimum Wages**

14 139. Defendant AREAS SAN JV, LLC 's failure to pay legally required minimum
15 wages to Plaintiff and the other aggrieved employees is in violation of the applicable IWC Wage
16 Order and constitutes a violation of California Labor Code sections 1194, 1197, and 1197.1.

17 **Failure to Timely Pay Wages Upon Termination**

18 140. Defendant AREAS SAN JV, LLC 's failure to timely pay wages to Plaintiff and
19 the other aggrieved employees upon termination constitutes a violation of California Labor Code
20 sections 201 and 202.

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

22 141. Defendant AREAS SAN JV, LLC 's failure to timely pay wages to Plaintiff and
23 the other aggrieved employees during employment constitutes a violation of California Labor
24 Code section 204.

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

26 142. Defendant AREAS SAN JV, LLC 's failure to provide complete and accurate wage
27 statements to Plaintiff and the other aggrieved employees constitutes a violation of California
28 Labor Code section 226(a).

1 **Failure to Keep Complete and Accurate Payroll Records**

2 143. Defendant AREAS SAN JV, LLC 's failure to keep complete and accurate payroll
3 records relating to Plaintiff and the other aggrieved employees constitutes a violation of California
4 Labor Code section 1174(d).

5 144. Pursuant to California Labor Code section 2699, Plaintiff, individually and on
6 behalf of the State of California and the other aggrieved employees, requests and is entitled to
7 recover from Defendant AREAS SAN JV, LLC, and each of them, attorneys' fees and costs
8 pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against
9 Defendant AREAS SAN JV, LLC, and each of them, including but not limited to:

- 10 a. Penalties under California Labor Code section 2699(f) in the amount of one
11 hundred dollars (\$100) for each aggrieved employee per pay period for the
12 initial violation, or two hundred dollars (\$200) for each aggrieved employee
13 per pay period for each violation where there has been a prior finding or
14 determination that Defendant AREAS SAN JV, LLC 's policies or practices
15 were unlawful or where Defendant AREAS SAN JV, LLC 's conduct was
16 malicious, fraudulent, or oppressive;
- 17 b. Penalties under California Code of Regulations, Title 8, section 11010, et seq.
18 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period
19 for the initial violation, and one hundred dollars (\$100) for each aggrieved
20 employee per pay period for each subsequent violation;
- 21 c. Penalties under California Labor Code section 210, in addition to, and entirely
22 independent and apart from, any other penalty provided in the California Labor
23 Code, in the amount of one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation, and two hundred dollars
25 (\$200) for each aggrieved employee per pay period for each subsequent
26 violation;
- 27 d. Penalties under California Labor Code sections 558 and 1197.1; and
- 28 e. Any and all additional penalties and sums as provided by the California Labor

1 Code and/or other statutes.

2 145. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
3 aggrieved employees shall be distributed as follows: sixty five percent (65%) to the LWDA for
4 the enforcement of labor laws and education of employers and employees about their rights and
5 responsibilities, and thirty five percent (35%) to the aggrieved employees.

6 146. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
7 pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff, individually, on behalf of other members of the general public similarly situated,
10 and on behalf of the State of California and the other aggrieved employees, requests a trial by jury
11 on all claims so triable.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually, on behalf of other members of the general public
14 similarly situated, and on behalf of the State of California and the other aggrieved employees,
15 prays for relief and judgment against Defendants, jointly and severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiff be appointed as the representative of the Class;
19 3. That counsel for Plaintiff be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail, and telephone numbers) of all class
22 members.

23 **As to the First Cause of Action**

- 24 5. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiff and the other class members;

- 27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the Court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods to Plaintiff and the other class members;

10 11. That the Court make an award to Plaintiff and the other class members of one (1)
11 hour of pay at each employee's regular rate of compensation for each workday that a meal period
12 was not provided;

13 12. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 13. For premium wages pursuant to California Labor Code section 226.7(c);

16 14. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due;

18 15. For reasonable attorneys' fees and costs of suit incurred herein; and

19 16. For such other and further relief as the Court may deem just and proper.

20 **As to the Third Cause of Action**

21 17. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
23 periods to Plaintiff and the other class members;

24 18. That the Court make an award to Plaintiff and the other class members of one (1)
25 hour of pay at each employee's regular rate of compensation for each workday that a rest period
26 was not provided;

27 19. For all actual, consequential, and incidental losses and damages, according to
28 proof;

- 1 20. For premium wages pursuant to California Labor Code section 226.7(c);
2 21. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due; and
4 22. For such other and further relief as the Court may deem just and proper.

5 **As to the Fourth Cause of Action**

6 23. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
8 Plaintiff and the other class members;

9 24. For general unpaid wages and such general and special damages as may be
10 appropriate;

11 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
12 Plaintiff and the other class members in the amount as may be established according to proof at
13 trial;

14 26. For pre-judgment interest on any unpaid compensation from the date such amounts
15 were due;

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

18 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

19 29. For such other and further relief as the Court may deem just and proper.

20 **As to the Fifth Cause of Action**

21 30. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
23 time of termination of the employment of Plaintiff and the other class members no longer
24 employed by Defendants;

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

27 32. For statutory wage penalties pursuant to California Labor Code section 203 for
28 Plaintiff and the other class members who have left Defendants' employ;

1 33. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due; and

3 34. For such other and further relief as the Court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 35. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
7 California Labor Code section 204 to Plaintiff and the other class members;

8 36. For all actual, consequential, and incidental losses and damages, according to
9 proof;

10 37. For pre-judgment interest on any unpaid compensation from the date such amounts
11 were due; and

12 38. For such other and further relief as the Court may deem just and proper.

13 **As to the Seventh Cause of Action**

14 39. That the Court declare, adjudge, and decree that Defendants violated the record
15 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
16 to Plaintiff and the other class members, and knowingly and intentionally failed to provide
17 accurate itemized wage statements thereto;

18 40. For actual, consequential, and incidental losses and damages, according to proof.

19 41. For statutory penalties pursuant to California Labor Code section 226(e);

20 42. For injunctive relief to ensure compliance with this section pursuant to California
21 Labor Code section 226(h); and

22 43. For such other and further relief as the Court may deem just and proper.

23 **As to the Eighth Cause of Action**

24 44. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for
26 Plaintiff and the other class members as required by California Labor Code section 1174(d);

27 45. For actual, consequential, and incidental losses and damages, according to proof;

28 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

1 47. For such other and further relief as the Court may deem just and proper.

2 **As to the Ninth Cause of Action**

3 48. That the Court declare, adjudge, and decree that Defendants violated California
4 Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the other
5 class members all overtime compensation due to them, failing to provide all meal periods to
6 Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the
7 other class members, failing to timely pay Plaintiff's and the other class members' wages, failing
8 to provide Plaintiff and other class members with complete and accurate wage statements, and
9 failing to keep complete and accurate payroll records;

10 49. For restitution of unpaid wages to Plaintiff and all the other class members and all
11 pre-judgment interest from the day such amounts were due and payable;

12 50. For the appointment of a receiver to receive, manage, and distribute any and all
13 funds disgorged from Defendants and determined to have been wrongfully acquired by
14 Defendants as a result of violating California Business and Professions Code section 17200, *et*
15 *seq.*;

16 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5;

18 52. For injunctive relief to ensure compliance with this section pursuant to California
19 Business and Professions Code section 17200, *et seq.*; and

20 53. For such other and further relief as the Court may deem just and proper.

21 **As to the Tenth Cause of Action**

22 54. That the Court declare, adjudge, and decree that Defendant AREAS SAN JV, LLC
23 violated California Labor Code sections 201, 202, 204, 210, 226(a), 226.7, 510, 512(a), 558,
24 1174(d), 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Orders, as alleged herein;

25 55. For civil penalties pursuant to California Labor Code section 2699, subdivisions
26 (a) and (f), and any other applicable Labor Code provision, in an amount according to proof;

27 56. For sixty five percent (65%) of all penalties recovered to be distributed to the
28 LWDA, and thirty five percent (35%) to be distributed to Plaintiff and the other aggrieved

employees, pursuant to California Labor Code section 2699(m);

57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code sections 2699(g)(1) and 218.5; and

58. For such other and further relief as the Court may deem just and proper.

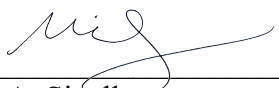
As to All Causes of Action

59. For such other and further relief as the Court may deem just and proper.

Dated: September 9, 2026

MORGAN & MORGAN CALIFORNIA, LLP

By:



Michael A. Sigall
Attorneys for Plaintiff, the Putative Class,
and Aggrieved Employees