

Arsiné Grigoryan (SBN 319517)
Aram Boyadjian (SBN 334009)
D.LAW, INC.
250 N. Madison Avenue, 2nd Floor
Pasadena, California 91101
Tel.: (818) 962-6465
Fax: (818) 962-6469
Emails: a.grigoryan@d.law
a.boyadjian@d.law

Attorneys for Plaintiff

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

JACQUELINE CARLSON, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

SALT & STRAW, LLC, a Delaware limited
liability company; SALT & STRAW
HOLDINGS, LLC, a Delaware limited liability
company; and SALT & STRAW, INC., an
Oregon corporation; and DOES 1 to 50,
inclusive,

Defendants.

CASE NO:

CLASS ACTION

COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME WAGES;**
- 3. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 4. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 5. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 6. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 7. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;**
- 8. INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202; AND**
- 9. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Jacqueline Carlson (“Plaintiff”), an individual on behalf of herself and all others
2 similarly situated, hereby files this Complaint against Defendants SALT & STRAW, LLC, a
3 Delaware limited liability company; SALT & STRAW HOLDINGS, LLC, a Delaware limited
4 liability company; and SALT & STRAW, INC., an Oregon corporation; and Does 1 to 50
5 (collectively referred to as “Defendants”). Plaintiff is informed and believes, and on the basis of that
6 information and belief, alleges as follows:

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
10 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
11 principles.

12 2. Plaintiff’s action seeks monetary damages including full restitution from
13 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part, within
15 the time period from four years preceding the filing of the original Complaint herein, up to and
16 through the time of trial for this matter although this should not automatically be considered the
17 statute of limitations for any cause of action herein.

18 4. For introductory and general information only (and not to be considered a proposed
19 class definition), the relevant individuals in this action are Defendants’ non-exempt employees who
20 were subjected to Defendants’ policies and practices as described herein. Any differences in job
21 activities between the different individuals in these positions were and are legally insignificant to
22 the issues presented by this action.

23 **SUMMARY OF CLAIMS**

24 5. With regard to Defendants’ non-exempt employees Defendants have:

- 25 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
26 worked;
- 27 b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- 28 c. Failed to provide all legally-required meal periods;

- d. Failed to authorize and permit all paid legally-required rest periods;
- e. Failed to reimburse for all work-related expenses;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Derivatively violated Labor Code §§ 201-202;
- h. Independently violated Labor Code §§ 201-202; and
- i. Conducted unfair business practices.

PARTIES

Plaintiff Jacqueline Carlson

6. Plaintiff Jacqueline Carlson is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Jacqueline Carlson last worked for Defendants as a non-exempt employee with the position of a Shift Coordinator from approximately June 17, 2023 through November 9, 2025 in Glendale, California.

8. Plaintiff Jacqueline Carlson seeks recovery herein from Defendants because with regard to Plaintiff Jacqueline Carlson, while acting for Defendants her capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to provide all legally-required meal periods;
- d. Failed to authorize and permit all paid legally-required rest periods;
- e. Failed to reimburse for all work-related expenses;
- f. Failed to timely furnish accurate itemized wage statements;
- g. Derivatively violated Labor Code §§ 201-202;
- h. Independently violated Labor Code §§ 201-202; and
- i. Conducted unfair business practices.

///

///

1 **Defendant Salt & Straw, LLC**

2 9. Defendant Salt & Straw, LLC is now and/or at all times mentioned in this Complaint
3 was a Delaware limited liability company, and the owner and operator of an industry, business,
4 and/or facilities licensed to do business and actually doing business in the State of California.

5 **Defendant Salt & Straw Holdings, LLC**

6 10. Defendant Salt & Straw Holdings, LLC is now and/or at all times mentioned in this
7 Complaint was a Delaware limited liability company, and the owner and operator of an industry,
8 business, and/or facilities licensed to do business and actually doing business in the State of
9 California.

10 **Defendant Salt & Straw, Inc.**

11 11. Defendant Salt & Straw, Inc. is now and/or at all times mentioned in this Complaint
12 was an Oregon corporation, and the owner and operator of an industry, business, and/or facilities
13 licensed to do business and actually doing business in the State of California.

14 **DOES 1 TO 50, INCLUSIVE**

15 12. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint
16 were licensed to do business and/or actually doing business in California.

17 13. Plaintiff does not know the true names or capacities, whether individual, partner or
18 corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious
19 names under California Code of Civil Procedure § 474.

20 14. Plaintiff will seek leave of court to amend this Complaint to allege such names and
21 capacities as soon as they are ascertained.

22 **ALL DEFENDANTS**

23 15. Defendants, and each of them, are now and/or at all times mentioned in this
24 Complaint were in some manner legally responsible for the events, happenings, and circumstances
25 alleged in this Complaint.

26 16. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
27 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

28 17. Defendants, and each of them, are now and/or at all times mentioned in this

1 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
2 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
3 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
4 and/or employment.

5 18. Defendants, and each of them, are now and/or at all times mentioned in this
6 Complaint were members of and/or engaged in a joint venture, partnership, and common
7 enterprise, and were acting within the course and scope and in pursuance of said joint venture,
8 partnership, and common enterprise.

9 19. Defendants, and each of them, at all times mentioned in this Complaint concurred
10 and contributed to the various acts and omissions of each and every one of the other Defendants
11 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

12 20. Defendants, and each of them, at all times mentioned in this Complaint approved
13 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
14 this Complaint.

15 21. Defendants, and each of them, at all times mentioned in this Complaint aided and
16 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
17 causing the damages alleged in this Complaint.

18 **JURISDICTION AND VENUE**

19 22. The California Superior Court has jurisdiction in this matter due to Defendants'
20 aforementioned violations of California statutory law and/or related common law principles.

21 23. The California Superior Court also has jurisdiction in this matter because both the
22 individual and aggregate monetary damages and restitution sought herein exceed the minimal
23 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

24 24. The California Superior Court also has jurisdiction in this matter because during their
25 employment with Defendants, Plaintiff Jacqueline Carlson and the members of the putative Classes
26 herein were all California citizens and Defendant Salt & Straw, LLC conducted business in California.
27 Further, there is no federal question at issue, as the issues herein are based solely on California statutes
28 and law.

1 25. Venue is proper in Los Angeles County under Code of Civil Procedure § 395(a) and
2 Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions
3 that are the subject matter of this Complaint occurred therein and/or each Defendant either is found,
4 maintains offices, transacts business, and/or has an agent therein.

5 **CLASS ACTION ALLEGATIONS**

6 26. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
7 one of a common or general interest, of many persons, or when the parties are numerous, and it is
8 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
9 all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

10 27. The putative classes Plaintiff will seek to certify are currently composed of and
11 defined as follows:

- 12 a. All California citizens employed by Defendants as non-exempt employees
13 during the appropriate time period who were subjected to Defendants’ policies
14 and practices regarding the payment of straight time, minimum and/or overtime
15 wages as specifically described herein (hereinafter, the “Wage Class”);
- 16 b. All California citizens employed by Defendants as non-exempt employees
17 during the appropriate time period who were subjected to Defendants’ policies
18 and practices regarding the payment of overtime wages as specifically
19 described herein (hereinafter, the “Overtime Class”);
- 20 c. All California citizens employed by Defendants as non-exempt employees
21 during the appropriate time period who were subjected to Defendants’ policies
22 and practices regarding meal periods as specifically described herein
23 (hereinafter, the “Meal Period Class”);
- 24 d. All California citizens employed by Defendants as non-exempt employees
25 during the appropriate time period who were subjected to Defendants’ policies
26 and practices regarding paid rest periods as specifically described herein
27 (hereinafter, the “Rest Period Class”);
- 28 e. All California citizens employed by Defendants as non-exempt employees

1 during the appropriate time period who were subjected to Defendants' policies
2 and practices regarding business expense reimbursement as specifically
3 described herein (hereinafter, the "Reimbursement Class");

4 f. All California citizens employed by Defendants as hourly-paid, non-exempt
5 employees during the appropriate time period who were derivatively subjected
6 to Defendants' policies and practices regarding itemized wage statements as
7 specifically described herein (hereinafter, the "Derivative Wage Statement
8 Class");

9 g. All formerly-employed California citizens employed by Defendants as non-
10 exempt employees during the appropriate time period who were subjected to
11 Defendants' policies and practices regarding Labor Code § 203 and the payment
12 of final wages as specifically described herein (hereinafter, the "Derivative LC
13 203 Class"); and

14 h. All formerly-employed California citizens employed by Defendants as non-
15 exempt employees (as defined, supra) during the appropriate time period who
16 were independently subjected to Defendants' policies and practices regarding
17 Labor Code § 203 and the payment of final wages as specifically described
18 herein (hereinafter, the "Independent LC 203 Class"); and

19 i. All California citizens employed by Defendants as non-exempt employees
20 during the appropriate time period regarding whom Defendants have engaged
21 in unlawful, unfair and/or fraudulent business acts or practices prohibited by
22 Business & Professions Code §§ 17200, et seq. as specifically described herein
23 (hereinafter, the "17200 Class").

24 28. The Wage Class, Overtime Class, Meal Period Class, Rest Period Class,
25 Reimbursement Class, Derivative Wage Statement Class, Derivative LC 203 Class, Independent
26 LC 203 Class, and 17200 Class are herein collectively referred to as the "Classes."

27 29. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
28 necessary to amend the definition of the Classes. Plaintiff will formally define and designate a

1 class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

2 30. Numerosity (Code of Civil Procedure § 382):

- 3 a. The potential quantity of members of the Classes as defined is so numerous that
4 joinder of all members is unfeasible and impractical;
- 5 b. The disposition of the claims of the members of the Classes through this class
6 action will benefit both the parties and this Court;
- 7 c. The quantity of members of the Classes is unknown to Plaintiff at this time;
8 however, it is estimated that the membership of the Classes numbers greater
9 than 100 individuals; and
- 10 d. The quantity and identity of such membership is readily ascertainable via
11 inspection of Defendants' records.

12 31. Superiority (Code of Civil Procedure § 382): The nature of this action and the
13 nature of the laws available to Plaintiff makes the use of the class action format particularly
14 efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein,
15 as follows:

- 16 a. California has a public policy that encourages the use of the class action device;
- 17 b. By establishing a technique whereby the claims of many individuals can be
18 resolved at the same time, the class suit both eliminates the possibility of
19 repetitious litigation and provides small claimants with a method of obtaining
20 redress for claims which would otherwise be too small to warrant individual
21 litigation;
- 22 c. This case involves large corporate Defendants and a large number of individual
23 Class members with many relatively small claims and common issues of law
24 and fact;
- 25 d. If each individual member of the Classes was required to file an individual
26 lawsuit, the large corporate Defendants would necessarily gain an
27 unconscionable advantage because Defendants would be able to exploit and
28 overwhelm the limited resources of each individual member of the Classes with

Defendants' vastly superior financial and legal resources;

- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being;
- f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;
- g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even if possible, would likely create:
 - i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
 - ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
 - iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
 - iv) potentially incompatible standards of conduct for Defendants; and
 - v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.
- h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant

costs and expenses attendant thereto;

- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

32. Well-defined Community of Interest: Plaintiff also meets the established standards for class certification, as follows:

a. Typicality: The claims of Plaintiff Jacqueline Carlson are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. Adequacy: Plaintiff Jacqueline Carlson:

- i) is an adequate representative of the Classes she seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants paid the appropriate overtime wages to the

members of the Overtime Class;

iii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;

iv) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;

v) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursement Class;

vi) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;

vii) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;

viii) Whether Defendants are independently liable under Labor Code § 203 to the members of the Independent LC 203 Class;

ix) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;

x) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;

xi) Whether the members of the Classes are entitled to injunctive relief;

xii) Whether the members of the Classes are entitled to restitution; and

xiii) Whether Defendants are liable for attorneys' fees and costs.

33. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

///

///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

34. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

35. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

36. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

37. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code § 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26

1 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December
2 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code §
3 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
4 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15)
5 per hour.”

6 38. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
7 wage, any employee receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
9 of the full amount of this minimum wage or overtime compensation, including interest thereon,
10 reasonable attorney’s fees, and costs of suit.”

11 39. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
12 by the Labor Commission is unlawful.

13 40. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
14 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
15 Order(s).

16 41. Under the IWC Wage Order(s), Defendants are required to pay the members of the
17 Wage Class for all hours worked, meaning the time during which an employee is subject to the
18 control of an employer, including all the time the employee is suffered or permitted to work,
19 whether or not required to do so.

20 42. Defendants, as a matter of established company policy and procedure, at each and
21 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 22 a. Administered a uniform company policy and practice as to the pay policies
23 regarding the members of the Wage Class;
- 24 b. Required the members of the Wage Class to spend time under Defendants’ control
25 for work-related tasks without compensation. For example, Defendants required the
26 members of the Wage Class to respond to calls and texts on their personal cell
27 phones while off-the-clock; complete closing duties, don and doff uniforms, and
28 wait in line to clock in for their shifts, and, as such,

1 c. Defendants suffered, permitted, and/or required the members of the Wage Class to
2 work without paying for all time they were under Defendants' control.

3 43. Because Defendants required the members of the Wage Class to remain under
4 Defendants' control without paying therefore, this resulted in the members of the Wage Class
5 earning less than the legal minimum wage in the State of California.

6 44. Defendants' pattern, practice, and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class,
9 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
10 appropriate rate.

11 45. Further, Defendants' pattern and practice in uniform administration of corporate
12 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
13 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
14 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
15 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
16 compensation paid and the applicable minimum wage, including interest thereon.

17 46. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
18 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
19 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
20 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
21 unpaid and interest thereon.

22 47. That calculation of individual damages for the members of the Wage Class may at
23 some point be required does not foreclose the possibility of taking common evidence on questions
24 regarding their entitlement to overtime compensation.

25 48. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
26 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 49. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
28 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION
FAILURE TO PAY ALL OVERTIME WAGES
(On Behalf of the Overtime Class)
(Against All Defendants)

50. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

51. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

52. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

53. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

54. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

55. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and the members of the Overtime Class;
- b. Scheduled to work and in fact required Plaintiff and the members of the Overtime Class to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under

Defendants' control; and

c. Failed to pay Plaintiff and the members of the Overtime Class overtime compensation for all work accomplished in excess of eight hours per day and/or 40 hours per week.

56. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

57. That calculation of individual damages for the members of the Overtime Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

58. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

59. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ALL MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

60. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

61. Labor Code § 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

62. Labor Code § 512 provides, "An employer may not employ an employee for a work

1 period of more than five hours per day without providing the employee with a meal period of not
2 less than 30 minutes, except that if the total work period per day of the employee is no more than
3 six hours, the meal period may be waived by mutual consent of both the employer and employee.
4 An employer may not employ an employee for a work period of more than 10 hours per day
5 without providing the employee with a second meal period of not less than 30 minutes, except that
6 if the total hours worked is no more than 12 hours, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first meal period was not waived.”

8 63. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
9 amend working condition orders with respect to break periods, meal periods, and days of rest for
10 any workers in California consistent with the health and welfare of those workers.”

11 64. Section 11(C) of the IWC Wage Orders provides, “Unless the employee is relieved
12 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal
13 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
14 nature of the work prevents an employee from being relieved of all duty and when by written
15 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
16 shall state that the employee may, in writing, revoke the agreement at any time.”

17 65. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
18 an employee a meal period in accordance with the applicable provisions of this order, the employer
19 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
20 workday that the meal period is not provided.”

21 66. On one or more occasions, the members of the Meal Period Class worked over five
22 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
23 minutes prior to exceeding five hours of employment.

24 67. Further, on one or more occasions, some members of the Meal Period Class worked
25 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not
26 less than 30 minutes prior to exceeding 10 hours of employment.

27 68. The members of the Meal Period Class did not validly or legally waive their meal
28 periods, by mutual consent with Defendants or otherwise.

1 69. The members of the Meal Period Class did not enter into any written agreement
2 with Defendants agreeing to an on-duty paid meal period.

3 70. As a matter of Defendants' established company policy, Defendants failed to
4 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
5 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
6 Meal Period Class with a first and in some cases a second legally compliant meal period.

7 71. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
8 states "If an employer fails to provide an employee a meal or rest or recovery period in accordance
9 with a state law, including, but not limited to, an applicable statute or applicable regulation,
10 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
11 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
12 employee one additional hour of pay at the employee's regular rate of compensation for each
13 workday that the meal or rest or recovery period is not provided.," the members of the Meal Period
14 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
15 employee's regular rate of compensation for each work day that the meal period was not provided,
16 in a sum to be proven at trial.

17 72. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
18 Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

21 **(On Behalf of the Rest Period Class)**

22 **(Against All Defendants)**

23 73. Plaintiff incorporates by reference and realleges each and every one of the
24 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
25 forth herein.

26 74. Labor Code § 226.7(b) provides "An employer shall not require an employee to
27 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
28 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational

1 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

2 75. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
3 amend working condition orders with respect to break periods, meal periods, and days of rest for
4 any workers in California consistent with the health and welfare of those workers.”

5 76. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
6 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
7 of each work period. The authorized rest period time shall be based on the total hours worked daily
8 at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period
9 need not be authorized for employees whose total daily work time is less than 3½ hours.
10 Authorized rest period time shall be counted as hours worked for which there shall be no deduction
11 from wages.”

12 77. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
13 employee a rest period in accordance with the applicable provisions of this order, the employer
14 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
15 workday that the rest period is not provided.”

16 78. The members of the Rest Period Class sometimes worked over four hours per shift.
17 Further, the members of the Rest Period Class sometimes worked over six hours per shift, and in
18 occasionally over 10 hours per shift.

19 79. The members of the Rest Period Class were entitled to a rest period of not less than
20 10 minutes for every four hours of work, or major fraction thereof.

21 80. As a matter of Defendants’ established company policy, Defendants failed to
22 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516,
23 and Section 12 of the IWC Wage Order(s).

24 81. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
25 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
26 with a state law, including, but not limited to, an applicable statute or applicable regulation,
27 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
28 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the

1 employee one additional hour of pay at the employee's regular rate of compensation for each
2 workday that the meal or rest or recovery period is not provided," the members of the Rest Period
3 Class are entitled to damages in an amount equal to one additional hour of pay at each employee's
4 regular rate of compensation for each work day that one or more rest periods were not so provided.

5 82. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
6 Class seek recovery of pre-judgment interest on all amounts recovered herein.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

9 **(On Behalf of the Reimbursement Class)**

10 **(Against All Defendants)**

11 83. Plaintiff incorporates by reference and realleges each and every one of the
12 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
13 forth herein.

14 84. Under Labor Code § 2802(a), "an employer shall indemnify his or her employee
15 for all necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of his or her duties, or of his or her obedience to the directions of the employer."

17 85. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or
18 implied, made by any employee to waive the benefits of this article or any part thereof is null and
19 void, and this article shall not deprive any employee or his personal representative of any right or
20 remedy to which he is entitled under the laws of this State."

21 86. As a matter of Defendants' established company policy, Defendants required the
22 members of the Reimbursement Class to personally incur necessary expenditures in direct
23 consequence of the discharge of their duties, including, but not limited to, the use of personal cell
24 phones.

25 87. Defendants are legally required to reimburse the members of the Reimbursement
26 Class for all necessary expenditures.

27 88. Defendants failed to fully and reasonably reimburse the members of the
28 Reimbursement Class for all necessary expenditures, including but not limited to the

1 aforementioned expenditures.

2 89. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
3 the members of the Reimbursement Class are entitled to recovery from Defendants of the unpaid
4 balance for all necessary expenditures, including but not limited to the aforementioned
5 expenditures.

6 90. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
7 the members of the Reimbursement Class have been damaged in an amount according to proof at
8 the time of trial.

9 91. Under Labor Code § 2802(b), the members of the Reimbursement Class request
10 that the Court award interest at the same rate as judgments in civil actions, accruing from the date
11 on which each member of the Reimbursement Class incurred the necessary expenditure or loss.

12 92. Under Labor Code § 2802(c), the members of the Reimbursement Class request
13 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

14 **SIXTH CAUSE OF ACTION**

15 **DERIVATIVE FAILURE TO TIMELY**

16 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(On Behalf of the Derivative Wage Statement Class)**

18 93. Plaintiff incorporates by reference and realleges each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 94. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
22 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
23 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
24 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
25 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6)
26 the inclusive dates of the period for which the employee is paid... (8) the name and address of the
27 legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay
28 period and the corresponding number of hours worked at each hourly rate by the employee...."

1 95. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer
2 shall keep accurate information with respect to each employee including the following: (3) Time
3 records showing when the employee begins and ends each work period. Meal periods, split shift
4 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
5 payroll period and applicable rates of pay....”

6 96. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California
7 employers are required to maintain accurate records pertaining to the total hours worked for
8 Defendants by the members of the Derivative Wage Statement Class, including but not limited to,
9 beginning and ending of each work period, meal period and split shift interval, the total daily hours
10 worked, and the total hours worked per pay period and applicable rates of pay.

11 97. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
12 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
13 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5)
15 all applicable hourly rates in effect during each respective pay period and the corresponding
16 number of hours worked at each hourly rate by each respective individual.

17 98. As set forth herein in prior causes of action, Defendants failed to pay the members
18 of the Derivative Wage Statement Class all wages due and owing.

19 99. As a derivative result of this failure to pay wages and as a pattern and practice in
20 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
21 not maintain accurate records pertaining to the total hours worked for Defendants by the members
22 of the Derivative Wage Statement Class, including but not limited to, beginning and ending of
23 each work period, meal period interval, total daily hours worked, total hours worked per pay
24 period, and the applicable rates of pay.

25 100. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
26 employee suffers injury if the employer fails to provide accurate and complete information as
27 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
28 promptly and easily ascertain requisite information without reference to other documents or

1 information.

2 101. Here, the members of Derivative Wage Statement Class suffered injury because,
3 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
4 provide accurate and complete information as required by one or more items listed in Labor Code
5 § 226(a)(1)-(9).

6 102. In addition, the members of the Derivative Wage Statement Class have suffered
7 injury as a result of Defendants' failure to maintain accurate records for the members of the
8 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
9 were not timely provided written accurate itemized statements showing all requisite information,
10 including but not limited to total hours worked by the employee, net wages earned and all
11 applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
13 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
14 the correct information regarding various items, including but not limited to total hours worked by
15 the employee, net wages earned and all applicable hourly rates in effect during the pay period and
16 the corresponding number of hours worked at each hourly rate.

17 103. The actual injuries suffered by the members of the Derivative Wage Statement
18 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
19 the members of the Derivative Wage Statement Class include but are not limited to:

- 20 a. Confusion over whether they received all wages owed them by Defendants;
- 21 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 22 c. Being forced to engage in mathematical computations to analyze whether
23 Defendants' wages in fact compensated for all hours worked;
- 24 d. The inability to accurately calculate wage rates complicated by the fact that
25 wage statement information required by Labor Code § 226 is missing;
- 26 e. That such practice prevents the members of the Derivative Wage Statement
27 Class from being able to effectively challenge information on their wage
28 statements; and/or

1 f. The difficulty and expense of filing and maintaining this lawsuit, and the
2 discovery required to collect and analyze the very information that California
3 law requires.

4 104. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class
5 are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs
6 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an
7 aggregate penalty of \$4,000.00.

8 105. Under Labor Code § 226(g), the currently-employed members of the Derivative
9 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
10 Labor Code § 226.

11 106. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement
12 Class are also entitled to an award of costs and reasonable attorneys' fees.

13 **SEVENTH CAUSE OF ACTION**

14 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

15 **(On Behalf of the LC 203 Class)**

16 **(Against All Defendants)**

17 107. Plaintiff incorporates by reference and realleges each and every one of the
18 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
19 forth herein.

20 108. Labor Code § 203 provides that if an employer willfully fails to pay, without
21 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
22 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up
23 to 30 days from the due date thereof, until paid or until an action therefor is commenced.

24 109. The members of the Derivative LC 203 Class are no longer employed by
25 Defendants as they were either discharged from or quit Defendants' employ.

26 110. Defendants had a consistent and uniform policy, practice and procedure of willfully
27 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
28 amendment or proof.

1 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up
2 to 30 days from the due date thereof, until paid or until an action therefore is commenced.

3 118. The members of the Independent LC 203 Class are no longer employed by
4 Defendants as they were either discharged from or quit Defendants' employ.

5 119. Defendants had a consistent and uniform policy, practice and procedure of willfully
6 failing to timely pay the earned wages of Defendants' former employees, according to amendment
7 or proof.

8 120. For example, Defendants terminated Plaintiff on November 14, 2025, but did not
9 provide final wages to her until at least two weeks after her employment ended and this paycheck
10 did not include waiting time penalties.

11 121. As such, Defendants willfully failed to pay the members of the Independent LC 203
12 Class all wages due and owing at the time of their termination or within seventy-two hours of their
13 resignation.

14 122. Defendants' willful failure to timely pay final wages to the members of the
15 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
16 have known final wages were due to the members of the Independent LC 203 Class by a date
17 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

18 123. Thus, the members of the Independent LC 203 Class are entitled to recovery under
19 to Labor Code § 203.

20 **NINTH CAUSE OF ACTION**
21 **UNFAIR BUSINESS PRACTICES**
22 **(On Behalf of the 17200 Class)**
23 **(Against All Defendants)**

24 124. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 125. Business & Professions Code § 17200 provides, in pertinent part, "unfair
28 competition shall mean and include any unlawful, unfair or fraudulent business act."

1 126. Business & Professions Code § 17205 provides that unless otherwise expressly
2 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
3 and to the remedies or penalties available under all other laws of this state.”

4 127. Business & Professions Code § 17204 provides that an action for any relief from
5 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
6 money or property as a result of such unfair competition.

7 128. Defendants have engaged in unlawful, unfair and fraudulent business acts or
8 practices prohibited by Business & Professions Code § 17200, including those set forth in the
9 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200
10 Class of the minimum working standards and conditions due to them under the Labor Code and/or
11 the IWC Wage Orders, as specifically described herein.

12 129. Defendants have engaged in unfair business practices in California by practicing,
13 employing and utilizing the employment practices outlined in the preceding paragraphs,
14 specifically, by requiring employees to perform the labor services complained of herein without
15 the requisite compensation.

16 130. Defendants’ use of such practices constitutes an unfair business practice and unfair
17 competition and provides an unfair advantage over Defendants’ competitors.

18 131. Plaintiff has suffered injury in fact and have lost money or property as a result of
19 such unfair competition.

20 132. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,
21 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the
22 unfair practices complained of herein.

23 133. Further, if Defendants are not enjoined from the conduct set forth above,
24 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
25 preceding paragraphs.

26 134. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
27 injunction prohibiting Defendants from engaging in the foregoing conduct.

28 135. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total

monetary relief sought from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

(1) That the Court issue an Order certifying the Classes herein, appointing Plaintiff Jacqueline Carlson as named representative of all others similarly situated, and appointing D.Law, Inc. representing all named plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay All Wages:

(2) For recovery of the unpaid balance of the full amount of the straight time compensation due and owing, according to proof;

(3) For liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

(4) For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

(5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Second Cause of Action for Failure to Pay Overtime Wages:

(7) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;

(8) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(9) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5 and/or 1194(a);

As to the Third Cause of Action for Failure to Provide Meal Periods:

(10) For one hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided;

(11) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §

3287;

As to the Fourth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

(12) For one hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided;

(13) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fifth Cause of Action for Unpaid Reimbursements for Work Expenses:

(14) For recovery of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties;

(15) For interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

(16) For reasonable attorneys' fees and costs under Labor Code § 2802(c);

As to the Sixth Cause of Action for Derivative Failure to Timely Furnish

Accurate Itemized Wage Statements:

(17) For recovery as authorized by Labor Code § 226(e);

(18) For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

As to the Seventh Cause of Action for Derivative Violations of Labor Code §§ 201-202:

(19) For recovery as authorized by Labor Code § 203;

As to the Eighth Cause of Action for Independent Violations of Labor Code §§ 201-202:

(20) For recovery as authorized by Labor Code § 203;

As to the Ninth Cause of Action for Unfair Business Practices:

(21) For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

(22) For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

1 (23) For an Order requiring Defendants to make full restitution and payment under
2 California law;

3 (24) For an Order for a preliminary and/or permanent injunction prohibiting Defendants
4 from engaging in the acts complained of herein;

5 (25) For the creation of an administrative process wherein each injured member of the
6 Classes may submit a claim in order to receive his/her money;

7 (26) For all other appropriate injunctive, declaratory and equitable relief;

8 (27) For interest to the extent permitted by law;

9 (28) For an award of attorneys' fees and costs incurred in the investigation, filing and
10 prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code
11 §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

12 As to All Causes of Action:

13 (29) For such relief as this Court may deem just and proper, including reasonable
14 attorneys' fees and costs incurred.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

17
18 Dated: July 28, 2026

D.LAW, INC.

19
20
21 By: Arsiné Grigoryan
22 Arsiné Grigoryan, Esq.
23 Aram Boyadjian, Esq.

24 *Attorneys for Plaintiff*
25
26
27
28