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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GERARDO ALEXANDER ORTEGA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

v.

SNOOZE HIC LLC, a Colorado limited
liability company; SNOOZE IMPORT
EXPORT LLC, a Colorado limited liability
company; SNOOZETOWN LLC, a Delaware
limited liability company;
SNOOZETROPOLIS LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 30-2024-01392708-CU-OE-CXC

**SECOND AMENDED COMPLAINT FOR
CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *et seq.* (PRIVATE
ATTORNEYS GENERAL ACT OF 2004)**

1 Plaintiffs Gerardo Alexander Ortega and Hunter Howells (“Plaintiff,” “Plaintiff Ortega,”
2 and “Plaintiff Howells”) hereby submit this Complaint against Defendant Snoozetown LLC
3 (“Defendants”), on behalf of themselves and other current and former aggrieved employees of
4 Defendants for penalties as follows:

5 **INTRODUCTION**

6 1. This representative action is brought pursuant to Labor Code section 2698 *et*
7 *seq.* (Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code
8 sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
9 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

10 2. This Complaint challenges Defendants’ systemic illegal employment
11 practices resulting in violations of the stated provisions of the Labor Code against the identified
12 group of employees.

13 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and
14 severally acted intentionally and with deliberate indifference and conscious disregard to the rights
15 of all employees in (a) failing to pay all meal period wages and rest break wages, (b) failing to
16 properly calculate and pay all minimum and overtime wages, (c) failing to provide accurate wage
17 statements, (d) failing to pay all wages due and owing during employment and upon termination of
18 employment, and (e) failing to reimburse all necessary business expenses.

19 **JURISDICTION AND VENUE**

20 4. This action is brought pursuant to PAGA. The civil penalties sought by
21 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
22 according to proof at trial.

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

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1 6. This Court has jurisdiction over the violations of PAGA and Labor Code
2 sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
3 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

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

8 8. Venue is proper in this Court because, upon information and belief, the
9 named Defendants transact business and/or have offices in this county, and the acts and omissions
10 alleged herein took place in this county. Moreover, this action is brought on behalf of the State of
11 California as a private attorney general and has jurisdiction in this venue.

12 **PARTIES**

13 9. Plaintiff Ortega is an individual residing in the State of California. Plaintiff
14 Ortega was employed by Defendants within the statutory time period.

15 10. Plaintiff Howells is an individual residing in the State of California. Plaintiff
16 Howells was employed by Defendants within the statutory time period.

17 11. Plaintiff is informed and believes and thereon alleges that Defendants are
18 licensed to do business and are actually doing business in the State of California, including the
19 County of Orange.

20 12. Plaintiff does not know the true names or capacities, whether individual,
21 partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that
22 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
23 this complaint when the true names and capacities are known. Plaintiff is informed and believes
24 and thereon alleges that each of Defendants designated as a DOE was responsible in some way for
25 the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved
26 employees to be subject to the illegal employment practices, wrongs and injuries complained of
27 herein.

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

14. Based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF)

15. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 14 as though fully set forth herein.

16. PAGA expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

17. On May 13, 2024, Plaintiff Howells provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff Howells believes that on or about July 17, 2024, the sixty-five (65) day notice period expired, and the LWDA did not take any action to investigate or prosecute this matter.

1 18. On May 28, 2025, Plaintiff Howells provided an amended written notice to
2 the LWDA and Defendants adding Plaintiff Ortega as a named representative. Attached hereto as
3 **Exhibit 2** and incorporated by reference is a copy of the amended written notice to the LWDA.
4 Plaintiff believes that on or about August 1, 2025, the sixty-five (65) day notice period will expire,
5 and the LWDA will not take any action to investigate or prosecute this matter. Thus, Plaintiff
6 exhausted the statutory time period to bring this action.

7 19. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
8 employees” as defined by Labor Code section 2699(c) in that they are “all current and former
9 hourly-paid employees who worked for Defendant within the State of California at any time during
10 the period from May 13, 2023, through October 7, 2024, and one or more of the alleged violations
11 was committed against them.

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

13 20. At all times relevant herein, Defendants were required to compensate their
14 nonexempt employees minimum wages for all hours worked and overtime wages for all hours
15 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
16 mandate of Labor Code sections 510, 1194, 1197, and 1198.

17 21. As a policy and practice, Defendants failed to compensate Plaintiff and the
18 other aggrieved current and former employees for all hours worked, resulting in a failure to pay all
19 minimum wages and overtime wages, where applicable.

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

21 22. In accordance with the mandates of Labor Code sections 226.7 and 512,
22 Defendants were required to authorize and permit their non-exempt employees to take a 10- minute
23 rest break for every four (4) hours worked or major fraction thereof and were further required to
24 provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

25 23. As a policy and practice, Defendants failed to provide Plaintiff and the other
26 aggrieved current and former employees with legally mandated meal periods and rest breaks and
27 failed to pay proper compensation for this failure.

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

2 24. At all times relevant herein, Defendants were required to pay their employees
3 within a specified time period pursuant to the mandate of Labor Code section 204.

4 25. As a policy and practice, Defendants failed to pay Plaintiff and the other
5 aggrieved current and former employees all wages due and owing them within the required time
6 period.

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

8 26. At all times relevant herein, Defendants were required to pay their employees
9 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
10 to 204.

11 27. As a result of Defendants' Labor Code violations alleged above, Defendants
12 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor
13 Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
14 section 203.

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

16 28. At all times relevant herein, Defendants were required to keep accurate
17 records regarding their California employees pursuant to the mandate of Labor Code sections 226,
18 1174, and 1776.

19 29. As a result of Defendants' various Labor Code violations, Defendants failed
20 to keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
21 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
22 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
23 worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours
24 worked at each hourly rate.

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1 **Failure to Provide and Properly Pay Paid Sick Days**

2 30. At all times relevant herein, Defendants were required to provide their
3 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246 at
4 seq.

5 31. As a policy and practice, Defendants failed to provide Plaintiff and other
6 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant to
7 Labor Code section 246 et seq.

8 **Failure to Reimburse Business Expenses**

9 32. At all times relevant herein, Defendants were required to reimburse its
10 employees for any and all necessary expenditures or losses incurred by the employees in direct
11 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code sections
12 2800 and 2802.

13 33. As a policy and practice, Defendants failed to reimburse Plaintiff and the
14 other aggrieved current and former employees for all business expenses incurred and owing them
15 within the required time period.

16 **Penalties**

17 34. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf
18 of other current and former aggrieved employees, requests and is entitled to recover from
19 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including
20 but not limited to:

- 21 a. Penalties under Labor Code section 2699 in the amount of a hundred dollars
22 (\$100) for each aggrieved employee per pay period for the initial violation,
23 and two hundred dollars (\$200) for each aggrieved employee per pay period
24 for each subsequent violation;
- 25 b. Penalties under Code of Regulations Title 8 section 11040 in the amount of
26 fifty dollars (\$50) for each aggrieved employee per pay period for the initial
27 violation, and one hundred dollars (\$100) for each aggrieved employee per
28 pay period for each subsequent violation;

- 1 c. Penalties under Labor Code section 210 in addition to, and entirely
2 independent and apart from, any other penalty provided in the Labor Code
3 in the amount of a hundred dollars (\$100) for each aggrieved employee per
4 pay period for the initial violation, and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation;
- 6 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation, and two hundred fifty dollars (\$250) for each aggrieved employee
9 per pay period for each subsequent violation;
- 10 e. Any and all additional penalties as provided by the Labor Code and/or other
11 statutes; and
- 12 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and
13 2699, and any other applicable statute.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on his own behalf and as representative of other current
16 and former aggrieved employees pursuant to PAGA, prays for judgment as follows:

- 17 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor
18 Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201,
19 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
20 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.
- 21 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
22 sections 210, 218.5, 1194, and 2699, and any other applicable statute; and

23 ///

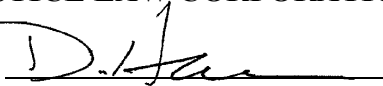
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3. For such other and further relief the court may deem just and proper.

Dated: August 7, 2025

JUSTICE LAW CORPORATION

By: 

Douglas Han

Shunt Tatavos-Gharajeh

Shelby Miner

Attorneys for Plaintiffs

EXHIBIT 1

May 13, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: Snoozetropolis LLC, Snooze Import Export LLC, Snoozetown LLC, and
Snooze HIC LLC, DBA Snooze, the A.M Eatery**

Dear Representative:

We have been retained to represent Hunter Howells against Snoozetropolis LLC, Snooze Import Export LLC, Snoozetown LLC, and Snooze HIC LLC, DBA Snooze, the A.M Eatery (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "Snooze, the A.M Eatery").

Mr. Howells is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Howells may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Snoozetropolis LLC is a Delaware limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snooze Import Export LLC is a Colorado limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snoozetown LLC is a Delaware limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snooze HIC LLC is a Colorado limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216.

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¹ Mr. Howells does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Howells will amend this notice when the true names and capacities are known. Mr. Howells is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Howells and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Snooze, the A.M Eatery employed Mr. Howells as an hourly-paid non-exempt Server within one year of the date of this letter (until in or around December of 2023) in the State of California. Snooze, the A.M Eatery directly controls the wages, hours and/or working conditions of Mr. Howells and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Howells may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Snooze, the A.M Eatery.

Snooze, the A.M Eatery failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Howells has standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at Snooze, the A.M Eatery, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

Snooze, the A.M Eatery has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Howells and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Snooze, the A.M Eatery failed to compensate Mr. Howells and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Snooze, the A.M Eatery also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Howells and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Snooze, the A.M Eatery failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Snooze, the A.M Eatery routinely required Mr. Howells and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Snooze, the A.M Eatery's policies and expectations and prepare orders. Snooze, the A.M Eatery failed to provide coverage to Mr. Howells and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Snooze, the A.M Eatery failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Snooze, the A.M Eatery failed to compensate Mr. Howells and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Snooze, the A.M Eatery required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Snooze, the A.M Eatery required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, 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 therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Snooze, the A.M Eatery failed to pay Mr. Howells and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th 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 1st and the 10th day of the following month. California Labor Code section 204 also requires 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. During the relevant time period, Snooze, the A.M Eatery failed to pay Mr. Howells and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Snooze, the A.M Eatery did not provide Mr. Howells and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Snooze, the A.M Eatery were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Howells and other aggrieved employees, (2) total hours worked by Mr. Howells and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Howells and other aggrieved employees, (5) net wages earned by Mr. Howells and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Howells and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Snooze, the A.M Eatery failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Howells and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Snooze, the A.M Eatery did not provide Mr. Howells and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Howells and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Snooze, the A.M Eatery, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Howells and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Howells will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Snooze, the A.M Eatery within one year of the date of this letter, as allowed by law.

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LWDA
May 13, 2024
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Snoozetropolis LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Agent for Service of Process for Snoozetropolis LLC

Legal Department
c/o Snoozetropolis LLC
3001 Brighton Blvd, Suite 303
Denver, CO 80216

Snooze Import Export LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Agent for Service of Process for Snooze Import Export LLC

Legal Department
c/o Snooze Import Export LLC
3001 Brighton Blvd, Suite 303
Denver, CO 80216

Snoozetown LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Agent for Service of Process for Snoozetown LLC

LWDA

May 13, 2024

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Legal Department

c/o Snoozetown LLC

3001 Brighton Blvd, Suite 303

Denver, CO 80216

Snooze HIC LLC

c/o CSC - Lawyers Incorporating Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833-3505

Agent for Service of Process for Snooze HIC LLC

Legal Department

c/o Snooze HIC LLC

3001 Brighton Blvd, Suite 303

Denver, CO 80216

EXHIBIT 2

May 29, 2025

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: Snoozetropolis LLC, Snooze Import Export LLC, Snoozetown LLC, and
Snooze HIC LLC, DBA Snooze, the A.M Eatery
LWDA Case No. 1028095-24**

Dear Representative:

We hereby amend our May 13, 2024, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the May 13, 2024, letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to add Gerald Alexander Ortega as a named representative.

We have been retained to represent Hunter Howells Gerardo Alexander Ortega against Snoozetropolis LLC, Snooze Import Export LLC, Snoozetown LLC, and Snooze HIC LLC, DBA Snooze, the A.M Eatery (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "Snooze, the A.M Eatery").

Mr. Howells and Mr. Ortega are pursuing their California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Howells and Mr. Ortega may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ Mr. Howells and Mr. Ortega do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Howells and Mr. Ortega will amend this notice when the true names and capacities are known. Mr. Howells and Mr. Ortega are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Howells and Mr. Ortega and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Snoozetropolis LLC is a Delaware limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snooze Import Export LLC is a Colorado limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snoozetown LLC is a Delaware limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216. Snooze HIC LLC is a Colorado limited liability company located at 3001 Brighton Blvd, Suite 303 Denver, CO 80216.

Snooze, the A.M Eatery employed Mr. Howells and Mr. Ortega as hourly-paid non-exempt employees within the relevant time period in the State of California. Snooze, the A.M Eatery directly controls the wages, hours and/or working conditions of Mr. Howells and Mr. Ortega and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Howells and Mr. Ortega may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Snooze, the A.M Eatery.

Snooze, the A.M Eatery failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Howells and Mr. Ortega have standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at Snooze, the A.M Eatery, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

Snooze, the A.M Eatery has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, Mr. Howells and Mr. Ortega and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Snooze, the A.M Eatery failed to compensate Mr. Howells and Mr. Ortega and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Snooze, the A.M Eatery also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Howells and Mr. Ortega and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, Snooze, the A.M Eatery failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, Snooze, the A.M Eatery routinely required Mr. Howells and Mr. Ortega and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Snooze, the A.M Eatery's policies and expectations and prepare orders. Snooze, the A.M Eatery failed to provide coverage to Mr. Howells and Mr. Ortega and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Snooze, the A.M Eatery failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Snooze, the A.M Eatery failed to compensate Mr. Howells and Mr. Ortega and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During the relevant time period, Snooze, the A.M Eatery required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During the relevant time period, Snooze, the A.M Eatery required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, 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 therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, Snooze, the A.M Eatery failed to pay Mr. Howells and Mr. Ortega and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th 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 1st and the 10th day of the following month. California Labor Code section 204 also requires 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.

During the relevant time period, Snooze, the A.M Eatery failed to pay Mr. Howells and Mr. Ortega and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, Snooze, the A.M Eatery did not provide Mr. Howells and Mr. Ortega and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Snooze, the A.M Eatery were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Howells and Mr. Ortega and other aggrieved employees, (2) total hours worked by Mr. Howells and Mr. Ortega and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Howells and Mr. Ortega and other aggrieved employees, (5) net wages earned by Mr. Howells and Mr. Ortega and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Mr. Howells and Mr. Ortega and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, Snooze, the A.M Eatery failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Howells and Mr. Ortega and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, Snooze, the A.M Eatery did not provide Mr. Howells and Mr. Ortega and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

During the relevant time period, Mr. Howells and Mr. Ortega and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Snooze, the A.M Eatery, including for using their personal cellular phones and vehicles for work purposes.

We believe that Mr. Howells and Mr. Ortega and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce

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Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Howells and Mr. Ortega will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Snooze, the A.M Eatery within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Snoozetropolis LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Agent for Service of Process for Snoozetropolis LLC

Legal Department
c/o Snoozetropolis LLC
3001 Brighton Blvd, Suite 303
Denver, CO 80216

Snooze Import Export LLC
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2710 Gateway Oaks Drive, Suite 150N

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Sacramento, CA 95833-3505
Agent for Service of Process for Snooze Import Export LLC

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On August 7, 2025, I served the foregoing document described as

**SECOND AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Kimberly A. Nayagam (knayagam@rutan.com)
Maria Z. Stearns (mstearns@rutan.com)
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612

Attorney(s) for Defendants Snooze HIC LLC, Snooze Import Export LLC, SnoozeTown LLC and SnoozeTropolis LLC

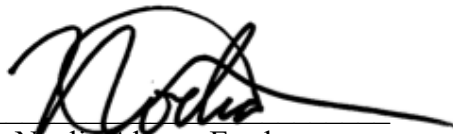
[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 7, 2025, at Pasadena, California.


Noelia Alonso Esteban

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is nalonsoesteban@justicelawcorp.com

On August 11, 2025, I served the foregoing document described as

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Gerardo Alexander Ortega v. Snooze HIC LLC, et al.**
 LWDA/Court Case No.: **LWDA Case No.: CM-1028095-24**
Case No.: 30-2024-01392708-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 11, 2025, at Pasadena, California.

Koch

Noelia Alonso Esteban