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11 of other persons similarly situated and similarly aggrieved  
12 employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 CYNTHIA P. DOMINGUEZ, individually and  
16 on behalf of other persons similarly situated  
17 and similarly aggrieved employees,

18 Plaintiffs,

19 v.

20 AKASH MANAGEMENT LLC, an active  
21 Delaware Limited Liability Company; and  
22 DOES 1 through 10,

23 Defendants.

**FILED**

Superior Court of California  
County of Los Angeles

**01/14/2025**

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**Case No.: 24STCV23058**

Assigned to: Hon. Elihu M. Berle

Department: SS-6

Complaint Filed: September 6, 2024

**FIRST AMENDED COMPLAINT –  
CLASS AND REPRESENTATIVE  
ACTION  
JURY TRIAL DEMANDED**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements;
7. Failure to Reimburse Business

- Expenses;
8. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

Plaintiff CYNTHIA P. DOMINGUEZ (“Plaintiff”), on behalf of herself and all others similarly situated, based on information and belief, complains and alleges:

**I.**

**INTRODUCTION**

1. This class and representative action lawsuit arises out of the failure of Defendant AKASH MANAGEMENT LLC (referred here as “AKASH” or “Defendant”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate wage statements, to pay all wages owed to terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated or separated employees, and to reimburse employee business expenses.
2. Defendant employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant is engaged in the business of owning and operating fast-food restaurants. Plaintiff was hired in 2020 and separated in 2021 and was re-hired on January 16, 2024 and separated on or about April 25, 2024. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was working at the “Carl’s Jr.” located at 1550 Adams Avenue in Costa Mesa, CA 92626.

- 1 4. At the time of her separation, Plaintiff was not paid all her wages, including all  
2 accrued and vested vacation pay.
- 3 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages  
4 she was entitled to, and failed to receive accurate and compliant itemized wage  
5 statements.
- 6 6. Defendant had a consistent policy of not paying wages for all hours worked,  
7 including overtime and double time wages to the extent applicable, including  
8 failing to calculate overtime and double time with respect to an employee's  
9 regular rate of compensation.
- 10 7. Defendant had a consistent policy of requiring its employees, including  
11 Plaintiff, to work through meal periods or work without a meal period for at  
12 least five (5) hours of a shift and failing to pay such employees one (1) hour of  
13 pay at the employees' regular rate of compensation for each workday that the  
14 meal period was not provided or as required by California state wage and hour  
15 laws.
- 16 8. Defendant had a consistent policy of failing to allow its employees, including  
17 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major  
18 fraction worked, and failing to pay such employees one (1) hour of pay at their  
19 regular rate of compensation for each workday that the rest period was not  
20 provided, or other compensation, as required by California state and wage and  
21 hour laws.
- 22 9. Defendant knowingly provided inaccurate wage statements to its  
23 employees, including Plaintiff, that did not correctly include the correct wages,  
24 including compensation for meal periods not provided and rest period not  
25 authorized or permitted as required by California state wage and hour laws.
- 26 10. Defendant had a consistent policy of failing to pay its employees, including  
27 Plaintiff, all wages including unpaid premium wages and accrued and vested  
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1 vacation pay, due at the termination or separation, in violation of California  
2 state wage and hour laws.

3 11. Defendants had a consistent policy of failing to reimburse their employees,  
4 including Plaintiff, for all business expenses incurred in the discharge of their  
5 duties.

6 12. Plaintiff, on behalf of herself and all Class Members, brings this action  
7 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194,  
8 1194.2, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and  
9 reasonable attorneys' fees and costs.

10 13. Plaintiff, on behalf of herself and the putative class members, also brings  
11 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive  
12 relief, restitution, and disgorgement of all benefits obtained by Defendant as a  
13 result of Labor Code and applicable Wage Order violations.

14 14. Plaintiff, on behalf of the State of California, himself, and other similarly  
15 aggrieved employees, also brings this action pursuant to California Private  
16 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid  
17 wages and other compensation, penalties, and reasonable attorneys' fees and  
18 costs.

## 19 II.

### 20 JURISDICTION AND VENUE

21 15. Venue as to each defendant is proper in this judicial district, pursuant to  
22 Code of Civil Procedure § 395. The County of Los Angeles is the proper venue,  
23 because Defendant is headquartered in the County of Los Angeles and has its  
24 principal address at 716 Corporate Center Drive in Pomona, California 91768.

25 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is  
26 a resident of California, Defendant is qualified to do business in California and  
27 regularly conducts business in California.

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**III.**

**THE PARTIES**

17. Plaintiff CYNTHIA P. DOMINGUEZ is a resident of the State of California, and was employed by Defendant in from 2020 through 2021 and through on or about January 16, 2024 through April 25, 2024.
18. Defendant AKASH MANAGEMENT LLC was an active Delaware Limited Liability Company at all times during the claims of Plaintiff and the putative class and was doing business in California.
19. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the defendants sued herein as Does 1 through 10, but she is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.
20. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

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**IV.**

**GENERAL ALLEGATIONS**

21. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendant employed more than 100 people; and Plaintiff and each member of the putative class was employed by Defendant, and each of them, in the State of California.
22. The employees of Defendant have not been provided: uninterrupted thirty-minute meal periods for work periods of more than five (5) hours per day;

1 second uninterrupted thirty-minute meal periods for work periods of more  
2 than ten (10) hours per day; and have not been permitted to take ten-minute  
3 (10) rest periods for work periods of four (4) hours or major fractions, pursuant  
4 to the Labor Code, and applicable IWC Wage Orders.

5 23. Defendant failed to pay employees wages owed for all hours worked, including  
6 overtime and double time hours as applicable, as well as failing to calculate any  
7 overtime wages with respect to an employee's regular rate of compensation.

8 24. Defendant failed to pay Plaintiff and the members of her putative class upon  
9 separation the wages earned and unpaid at the time of discharge, including  
10 unpaid premium wages and accrued and vested vacation pay or "PTO."

11 25. Defendant failed to provide Plaintiff and the putative members of her class, at  
12 the time of each payment of wages, an accurate itemized statement in writing,  
13 showing the gross wages earned and/or paid, including premium wages owed  
14 for failing to provide meal and/or rest periods at the proper intervals.

15 26. Defendants failed to fully reimburse Plaintiff and putative members of her class  
16 for all their business-related expenditures. In violation of the Labor Code,  
17 Plaintiff and putative members of her class did not receive indemnification for  
18 all business-related expenditures.

19 27. Plaintiff asserts claims for relief on behalf of herself and other similarly situated  
20 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff  
21 and all members of her putative class are described below with specificity and  
22 fall in several categories of subclasses whose rights have been violated under  
23 the law. Defendant has made no effort as of the filing of this First Amended  
24 Complaint to correct or remedy the violations of law specified here.

25 **V.**

26 **CLASS ACTION ALLEGATIONS**

27 28. Plaintiff brings this action on behalf of herself and all other employees of  
28 AKASH who are similarly-situated persons as a class action pursuant to

1 California Code of Civil Procedure § 382. There is a well-defined common  
2 interest by and among Plaintiff and the putative class members, and it is  
3 impractical to bring all those individuals before the court under separate,  
4 different and repetitive actions. Plaintiff also reserves the right to amend or  
5 modify the class descriptions set forth below in greater specificity or clarity if  
6 required in the future in accordance with Rule 3.765 (b), California Rules of  
7 Court. The class which Plaintiff seeks to represent is composed of and defined  
8 as follows:

9 “Plaintiff Class” – All of Defendant’s current and former non-exempt  
10 employees who worked for Defendant in California, during the four  
11 years before the filing of the Complaint through the time of class  
12 certification.

13 29. Plaintiff seeks to certify the following subclasses of employees:

- 14 a) “Meal Period Subclass” – All members of Plaintiff Class who worked  
15 each period exceeding five (5) hours without an uninterrupted, off  
16 duty, thirty (30) minute meal period and/or periods in excess of ten (10)  
17 hours without a second uninterrupted, off duty, thirty (30) minute  
18 meal periods; and were not provided compensation of one hour’s pay  
19 at the employee’s regular rate for each day that a meal period was not  
20 provided.
- 21 b) “Rest Period Subclass” – All members of Plaintiff Class who worked  
22 periods of four (4) hours or major fraction thereof without a duty free  
23 rest period of at least 10-minutes and who were not compensated one  
24 hour’s pay at the employee’s regular rate for each day that a rest period  
25 was not permitted.
- 26 c) “Unpaid Wage Subclass” – All members of Plaintiff Class who were  
27 not paid their minimum/actual wages, including any time that was  
28 unlawfully rounded by Defendant or otherwise considered as off-the-

1 clock, as well as overtime wages for hours worked in excess of eight  
2 hours per day at the one and a half rate (of an employee's regular rate  
3 of pay) or at a double time rate (of an employee's regular rate of pay)  
4 as applicable.

5 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom  
6 Defendant failed to pay all wages due to them upon termination or  
7 resignation under Labor Code §§ 201-203.

8 e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom  
9 Defendant failed to pay all vacation wages owed, vested or agreed to  
10 upon termination or resignation as required by Labor Code §227.3.

11 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom  
12 Defendant improperly failed to provide accurate itemized wage  
13 statements under Labor Code §§ 226.

14 g) "Expense Reimbursement Subclass" – All members of Plaintiff Class to  
15 whom Defendants failed to fully reimburse employee business  
16 expenses as required by Labor Code §2802.

17 h) "UCL Subclass" – All members of the Meal Period, Rest Period,  
18 Unpaid Wage, Waiting Time, Vacation Pay, Wage Statement, and  
19 Expense Reimbursement Subclasses who were subject to unlawful,  
20 illegal, unfair and/or deceptive business acts and practices by  
21 Defendant and are entitled to disgorgement and restitution of unpaid  
22 wages.

23 30. There is a well-defined community of interest among many persons who  
24 comprise a readily ascertainable class:

25 a) Numerosity -The potential members of the Class and Subclasses as  
26 defined here are so numerous that the individual joinder of all of them as  
27 named plaintiffs is impracticable. The number of members of the Class  
28 and Subclasses is unknown to Plaintiff. It is however estimated that the

members are more than 100 individuals, and their identities may readily be ascertained from Defendant's records.

- b) Typicality – The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses, who sustained similar damages arising out of Defendant's common course of conduct in violation of law as alleged.
- c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the members can readily be identified and located based on the Defendant's payroll and personnel records.
- d) Adequacy – Plaintiff is an adequate representative of the Class and Subclasses: Plaintiff will fairly protect the interests of the members, she has no interest adverse to the members, and she will vigorously pursue this lawsuit on behalf of all the members of the Class and Subclasses. Plaintiff's attorneys are competent, skilled and experienced in litigating large employment law class actions.
- e) Superiority - Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual members of the Class and Subclasses are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for the members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by Defendant's unlawful practices to effectively pursue recovery of the sums owed to them.
- f) Common Questions of Law and Fact – There are common questions of law and fact as to the members of the Class and Subclasses which are

1 superior to questions affecting only individual members of the Class and  
2 Subclasses. The common questions of law and fact may be summarized  
3 as follows and if necessary will be refined with the progress of formal  
4 discovery in the case:

- 5 g) Whether Defendant failed to provide members of Plaintiff Class who  
6 ceased employment with Defendant all wages owed at the time of the  
7 cessation of the employee-employer relationship?
- 8 h) Whether Defendant violated California law and applicable Wage Orders  
9 by failing to provide Plaintiff Class members with paid ten-minute (10)  
10 rest periods for each four hours worked?
- 11 i) Whether the remedy for an employer's failure to provide rest breaks as  
12 required by law is a premium wage for hardship of missing a lawful rest  
13 break?
- 14 j) Whether Defendant violated California law and applicable Wage Orders  
15 by failing to provide Plaintiff Class members with thirty minute (30)  
16 meal period for more than five hours of work?
- 17 k) Whether Defendant violated California law and applicable Wage Orders  
18 by failing to provide members of Plaintiff Class with a second meal  
19 period?
- 20 l) Whether the remedy for an employer's failure to provide meal period as  
21 required by law is a premium wage for hardship of missing a lawful  
22 meal period?
- 23 m) Whether Defendant violated California law, including the applicable  
24 wage orders by failing to properly compensate Plaintiff Class members  
25 for all hours worked, including overtime and double time hours as  
26 applicable?
- 27 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor  
28 Code § 203?

- 1 o) Whether Defendant violated Labor Code §227.3 by its failure to provide  
2 Plaintiff Class with all vacation wages or PTO owed, vested or agreed to  
3 upon termination or separation?
- 4 p) Whether Defendant violated California law by its failure to provide  
5 Plaintiff Class with accurate and itemized wage statements?
- 6 q) Whether Defendants have violated Labor Code §2802 by failing to  
7 reimburse Plaintiff and the Plaintiff Class for all business expenses  
8 incurred by them in direct consequence of the discharge of their duties?
- 9 r) Whether Defendant violated Business and Professions Code §§ 17200 et.  
10 seq., Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.7, 227.3, 510,  
11 512, 1194, 1194.2, 2800, 2802, and applicable Wage Orders which  
12 constitute violations of the public policy?
- 13 s) Whether Plaintiff Class is entitled to an equitable relief in accordance  
14 with Business and Professions Code §§ 17200 et. seq.
- 15 t) Whether Defendant's affirmative defenses, if any, raise common issues  
16 of law and fact as to Plaintiff Class as a whole and/or Subclasses in  
17 particular?

18 **VI.**

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIOD OR**  
21 **COMPENSATION IN LIEU THEREOF**

22 **(Labor Code §§ 226.7, 512)**

23 **(By Plaintiff and Meal Period Subclass against Defendant)**

- 24 31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
25 as if fully alleged herein.
- 26 32. By its failure to provide thirty minute (30) uninterrupted meal period as well as  
27 second meal period, if applicable, to Plaintiff and members of Meal Period  
28 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,  
512 and applicable IWC Wage Orders.

1 33. As a result of Defendant's unlawful conduct, Plaintiff and other members of the  
2 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
3 below, and fully incorporated here as applicable.

4 **VII.**

5 **SECOND CAUSE OF ACTION**  
6 **FAILURE TO PROVIDE REST PERIODS OR**  
7 **COMPENSATION IN LIEU THEREOF**

8 **(Labor Code § 226.7)**

9 **(By Plaintiff and Rest Period Subclass against Defendant)**

10 34. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
11 as if fully alleged herein.

12 35. By its failure to provide ten-minute (10) rest periods for every four (4) hours of  
13 work or major fraction thereof per day to Plaintiff and Rest Period Subclass,  
14 Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.

15 36. As a result of Defendant's unlawful conduct, Plaintiff and other members of the  
16 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
17 below, and fully incorporated here as applicable.

18 **VIII.**

19 **THIRD CAUSE OF ACTION**  
20 **FAILURE TO PAY WAGES**

21 **(Labor Code §§ 204, 210, 510, 1194, 1194.2)**

22 **(By Plaintiff and the Unpaid Wage Subclass against Defendant)**

23 37. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
24 as if fully alleged herein.

25 38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class  
26 were employees of Defendant covered by Labor Code §§ 204, 210, 510, 1194,  
27 1194.2 and applicable Wage Orders, and they were entitled to receive minimum  
28 and overtime wages for all hours worked and liquidated damages equal to  
unlawfully unpaid minimum wages with interest.

1 39. Defendant has violated California law and the specified provisions of the Labor  
2 Code and applicable Wage Orders by its failure to pay all wages due in  
3 accordance, including minimum wages, wrongfully classified off-the-clock  
4 wages, overtime pay and double time pay as based on an employee's regular  
5 rate of compensation. Notably, any wages that were paid were not effectively  
6 paid within seven (7) days of the close of any applicable payroll period. As a  
7 result of Defendant's unlawful conduct, Plaintiff and other members of the  
8 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
9 below, and fully incorporated here as applicable.

10 **IX.**

11 **FOURTH CAUSE OF ACTION**  
12 **FAILURE TO PAY WAGES DUE AT TERMINATION**  
13 **(Labor Code §§ 201, 202, 203)**  
14 **(By Plaintiff and Waiting Time Subclass against Defendant)**

15 40. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
16 as if fully alleged herein.

17 41. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant  
18 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable  
19 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails  
20 to timely pay such wages, the employer must, as penalty, continue to pay the  
21 employee's wages until the back wages are paid in full or an action is  
22 commenced.

23 42. As a result of Defendant's unlawful conduct, Plaintiff and other members of the  
24 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
25 below, and fully incorporated here as applicable.

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1 X.

2 **FIFTH CAUSE OF ACTION**  
3 **FAILURE TO PAY VACATION WAGES DUE AT TERMINATION**  
4 **(Labor Code §227.3)**  
5 **(By Plaintiff and Vacation Pay Subclass against Defendant)**

6 43. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
7 as if fully alleged herein.

8 44. By its failure to timely pay Plaintiff and Vacation Pay Subclass, Defendant  
9 willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor  
10 Code provides that whenever a contract of employment or employer policy  
11 provides for paid vacation, and an employee is terminated without having  
12 taken off his or her vested vacation time, all vested vacation shall be paid to  
13 him as wages at his or her final rate in accordance with such contract of  
14 employment or employer policy respecting eligibility of time served; provided,  
15 however, that an employment contract or employer policy shall not provide for  
16 forfeiture of vested vacation time upon termination.

17 45. As a result of Defendant's unlawful conduct, Plaintiff and other members of the  
18 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
19 below, and fully incorporated here as applicable.

20 XI.

21 **SIXTH CAUSE OF ACTION**  
22 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**  
23 **(Labor Code §226)**  
24 **(By Plaintiff and Wage Statement Subclass against Defendant)**

25 46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
26 as if fully alleged herein.

27 47. By its failure to provide accurate itemized wage statements, semimonthly or at  
28 the time of each payment of wages, Defendant willfully violated the provisions  
of Labor Code §226 and applicable Wage Orders.

1 48. As a result of Defendant's unlawful conduct, Plaintiff and other members of the  
2 Subclass have suffered damages as articulated in the Prayer for Relief, set forth  
3 below, and fully incorporated here as applicable.

4 **XII.**

5 **SEVENTH CAUSE OF ACTION**  
6 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**  
7 **(Labor Code §§2800, 2802)**

8 **(By Plaintiff and Expense Reimbursement Subclass against Defendants)**

9 49. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint  
10 as if fully alleged herein.

11 50. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases  
12 indemnify her employee for losses caused by the employer's want of ordinary  
13 care."

14 51. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify  
15 his or her employee for all necessary expenditures or losses incurred by the  
16 employee in direct consequence of the discharge of his or her duties..."

17 52. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the  
18 term 'necessary expenditures or losses' shall include all reasonable costs,  
19 including but not limited to, attorney's fees incurred by the employee enforcing  
20 the rights granted by this section."

21 53. During the relevant time period, Defendants were required to reimburse  
22 Plaintiff and class members for all expenditures or losses caused by the  
23 employer's want of ordinary care and/or incurred in direct consequence of the  
24 discharge of their duties, but failed to indemnify and reimburse Plaintiff and  
25 class members in violation of Labor Codes §§ 2800 and 2802.

26 54. As a direct and proximate result, Plaintiff and class members have suffered, and  
27 continue to suffer, substantial losses, related to the use and enjoyment of such  
28 monies to be reimbursed, lost interest on such monies, and expenses and  
attorney's fees in seeking to compel Defendants to fully perform their

obligations under California law, all of their damage in amounts according to proof at the time of trial.

**XIII.**

**EIGHTH CAUSE OF ACTION**  
**VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**  
**(Bus. & Prof. Code §§ 17200, *et seq.*)**  
**(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

55. Plaintiff incorporates paragraphs 1 through 54 of this First Amended Complaint as if fully alleged herein.

56. The alleged unlawful conduct of Defendant constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

57. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have suffered injury in fact and lost money or property. Plaintiff and said members have been deprived of their rights as set forth in this First Amended Complaint, including, but not limited to, payment of minimum and/or actual wages for all hours worked.

58. Pursuant to Business and Professions Code § 17203, Plaintiff and other members of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendant failed to pay to them but withheld and retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and Subclasses is necessary to prevent Defendant from becoming unjustly enriched by its failure to comply with the Labor Code provisions.

59. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

1 60. Plaintiff requests the court to issue a preliminary and permanent injunction  
2 prohibiting defendants from committing the Labor Code and applicable Wage  
3 Order violations set forth in this First Amended Complaint, and Plaintiff and  
4 the members of Plaintiff Class and Subclasses have suffered further damages as  
5 articulated in the Prayer for Relief, set forth below, also incorporated here fully  
6 as applicable.

7 **XIV.**

8 **NINTH CAUSE OF ACTION**  
9 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**  
10 **(LABOR CODE § 2699 *et seq.*)**  
11 **(By Plaintiff and Aggrieved Employees Against Defendants)**

12 61. Plaintiff incorporates paragraphs 1 through 60 of this First Amended Complaint  
13 as if fully alleged herein.

14 62. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),  
15 private parties may recover civil penalties for violations of the California Labor  
16 Code. PAGA penalties are in addition to any other relief available under the  
17 Labor Code.

18 63. As set forth above, Defendants violated the California Labor Code by  
19 consistently failing to employ Plaintiff and other similarly situated employees  
20 in compliance with California law.

21 64. Plaintiff provided written notice by certified mail to Defendants on August 27,  
22 2024, and electronic notice to the State Labor & Workforce Development  
23 Agency ("LWDA"), of the legal claims and theories of this case. To date, and  
24 after 65 days from the date of mailing of notice, the LWDA has not notified  
25 Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil  
26 penalties under the PAGA. Accordingly, Plaintiff exhausted administrative  
27 remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was  
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1 assigned case number LWDA-CM-1047794-24 by the LWDA. Appended hereto  
2 is a copy of the notice communicated by Plaintiff.

3 65. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to  
4 recover the maximum civil penalties permitted by law from Defendants for the  
5 violations of Labor Code alleged in this First Amended Complaint and the  
6 notice communicated by Plaintiff.

7 66. Plaintiff and all other aggrieved employees are also entitled to recover their  
8 attorneys' fees and costs under Labor Code § 2699.  
9

10 **XV.**

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, on behalf of herself and all others similarly situated, Plaintiff  
13 prays for relief and judgment against Defendant as follows:

14 A. An order certifying that Plaintiff may pursue her claims as a class action  
15 under Section 382 of the Code of Civil Procedure; and it is further requested that  
16 Plaintiff Class and each Plaintiff Subclass be certified;

17 B. An order appointing Plaintiff as Class representative;

18 C. An order appointing Plaintiff's counsel as Class counsel;

19 D. Disgorgement of Defendant's wrongfully obtained profits and restitution  
20 of unpaid wages under Business and Professions Code §§ 17203, 17204;

21 E. Damages for unpaid additional compensation for failing to provide  
22 timely or uninterrupted or lawful meal periods and rest periods;

23 F. Damages for unpaid minimum and overtime wages under Labor Code  
24 §§ 1194 and 510;

25 G. Liquidated damages under Labor Code § 1194.2;

26 H. Statutory penalties under Labor Code § 226(e);

27 I. Damages for unpaid penalty wages under Labor Code § 203;

28 J. Reimbursement of business expenses under Labor Code § 2802;

1 K. Damages for unpaid vacation wages at the time of discharge under  
2 Labor Code § 227.3;

3 L. Reasonable attorney's fees and costs pursuant to statute, including, but  
4 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

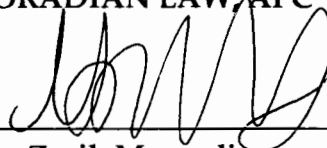
5 M. Enjoinment of Defendant from further acts of unfair competition and  
6 continuous violations of the Labor Code and applicable Wage Orders;

7 N. Civil penalties under Labor Code Section 2699 (75% payable to the  
8 LWDA and 25% payable to aggrieved employees); and

9 O. For such other relief that the Court may deem just and proper, including  
10 prejudgment interest and costs.

11  
12 DATED: JAN. 14, 2025

MOORADIAN LAW, APC

13  
14 By: 

Zorik Mooradian,

Haik Hacopian,

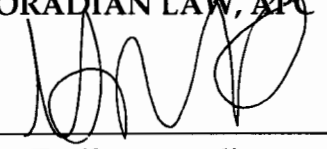
Attorneys for Plaintiff and the putative class

15  
16  
17  
18 **DEMAND FOR A JURY TRIAL**

19 Plaintiff CYNTHIA P. DOMINGUEZ hereby demands a jury trial in the above  
20 case.  
21

22  
23 DATED: JAN. 14, 2025

MOORADIAN LAW, APC

24  
25 By: 

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff and the putative class