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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 MONICA COFFMAN, individually and on behalf of all
10 other aggrieved employees,

11 Plaintiff,

12 v.

13 TASTYWINGS INC; ZESTY OMG INC.; YUMMY
14 OMG, INC.; BESTWINGS USA, INC.; HABITWINGS,
INC.; SUPERWINGS, INC.; FUSION JUICES, INC.;
15 FOREVER JUICE, INC.; FRESHSQUEEZE, INC.;
16 TITANIC SUBS, INC.; BAGEL GENIUS INC.;
COBBLER BAKERY, INC.; JUICECRAFTERS INC.;
17 NAPATOPIA, INC.; WALEED MANSOUR; and DOES 1
through 10, inclusive,

18 Defendants.
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Case No. 24TRCV04433
Hon. David K. Reinert, Dept. P

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Meal Period Violations (Labor Code §§ 226.7, 512, 558);
3. Rest Period Violations (Labor Code §§ 226.7, 516, 558);
4. Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804);
5. Wage Statement Violations (Labor Code § 226 *et seq.*);
6. Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and
7. Civil Penalties and Injunctive Relief under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

REQUEST FOR PUBLIC INJUNCTIVE RELIEF

DEMAND FOR JURY TRIAL

1 Plaintiff Monica Coffman (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against TASTYWINGS
3 INC; ZESTY OMG INC.; YUMMY OMG, INC.; BESTWINGS USA, INC.; HABITWINGS, INC.;
4 SUPERWINGS, INC.; FUSION JUICES, INC.; FOREVER JUICE, INC.; FRESHSQUEEZE, INC.;
5 TITANIC SUBS, INC.; BAGEL GENIUS INC.; COBBLER BAKERY, INC.; JUICECRAFTERS INC.;
6 NAPATOPIA, INC.; WALEED MANSOUR; and DOES 1 through 10 inclusive (collectively,
7 “Defendants”), and hereby alleges with knowledge with respect to her own acts and on information and
8 belief as to other matters as follows:

9 **INTRODUCTION**

10 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties under
11 California Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201, 202, 203, 204, 206, 210,
12 218.5, 221, 223, 224, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 516, 558,
13 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2775, 2800, 2802,
14 2804, and 2810.5, and the applicable Industrial Welfare Commission Wage Order, in addition to seeking
15 injunctive relief, declaratory relief, and restitution.

16 2. Plaintiff also brings a representative action, under Labor Code §§ 2698, *et seq.*, on behalf
17 of all other current and former employees of Defendants employed in California during the PAGA Period,
18 including exempt, non-exempt, and/or misclassified employees (collectively, “Aggrieved Employees”).
19 The term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s
20 notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
21 Defendants through the date of final judgment.

22 3. This representative action is brought under, *inter alia*, the California Industrial Welfare
23 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
24 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 218.5,
25 221, 223, 224, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 516, 558, 558.1, 1174,
26 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2775, 2800, 2802, 2804, and
27 2810.5.

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4. Defendants have engaged in a systematic pattern of wage and hour violations under the Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of violating state wage and hour laws by, among other things, failing to timely pay all wages (including minimum, overtime, and double time wages, and sick pay), failing to provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage statements, and failing to maintain accurate records. Accordingly, Plaintiff brings this representative action for recovery of civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

JURISDICTION AND VENUE

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

6. Venue in this County is proper under Business & Professions Code § 17203 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County.

PARTIES

7. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. Within the statute of limitations periods applicable to each cause of action pled in this Complaint, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of in this Complaint, lost money and/or property, and has been deprived of the rights guaranteed by Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 558.1 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, and 2804, and the applicable Wage Order.

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1 8. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
2 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
3 other Aggrieved Employees.

4 9. On information and belief, Defendant Waleed Mansour is an individual over the age of
5 eighteen (18). At all relevant times herein, Defendant Waleed Mansour was, and currently is, a California
6 resident. On information and belief, Plaintiff alleges Defendant Waleed Mansour is subject to personally
7 liability under Labor Code §§ 558.1 and 1197.1 for violating California's wage and hour laws.

8 10. Plaintiff does not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said defendants
10 are sued under such fictitious names, and Plaintiff will seek leave from this Court to further amend this
11 Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
12 based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate,
13 were responsible in some manner for the acts and omissions alleged herein, and proximately caused
14 Plaintiff and other Aggrieved Employees to be subject to the unlawful employment practices, wrongs,
15 injuries and damages complained of herein.

16 11. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein,
17 Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

18 12. At all relevant times, each of said Defendants participated in the doing of the acts
19 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each and every one of the other Defendants, as
21 well as the agents of all Defendants, and at all times herein mentioned were acting within the course and
22 scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
23 otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

24 13. At all times mentioned herein, Defendants, and each of them, were members of and
25 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of
26 and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that
27 all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

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GENERAL ALLEGATIONS

14. Defendants own/operate several “Wingstop” restaurants throughout California.

15. Defendants have consistently maintained and enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC Wage Orders.

16. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum, regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff and other Aggrieved Employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period, Defendants’ practices and policies deprived Plaintiff and other Aggrieved Employees of minimum, regular, overtime, and/or double time wages for work they performed off the clock, including communicating with Defendants and working through meal periods. Defendants also failed to provide to Plaintiff and other Aggrieved Employees adequate sick time and COVID-19 supplemental paid sick pay as required by the Labor Code. Finally, Defendants failed to pay Plaintiff and the other Aggrieved Employees their overtime, double-time, meal and rest period premiums, and any sick time at the correct rate of pay when other, non-discretionary compensation was earned. Accordingly, Defendants violated the Labor Code and the applicable IWC Wage Orders.

17. **Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to authorize and permit and/or make available to aggrieved employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and other Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants’ practice of understaffing and prioritizing work demands over taking compliant breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff and other Aggrieved Employees second meal periods when they worked more than 10 hours. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and other Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours

1 and/or 10 hours in a workday, and failed to compensate Plaintiff and other Aggrieved Employees with an
2 additional hour of pay at their regular rate of pay for every day in which they were denied a compliant
3 meal period, in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders.
4 Accordingly, Defendants violated the Labor Code and the applicable IWC Wage Orders.

5 18. **Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during the
6 PAGA Period, Defendants failed to permit Plaintiff and other Aggrieved Employees to take all of their
7 statutorily entitled 10-minute rest periods for every four (4) hours worked or major fraction thereof or
8 provide compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Plaintiff and
9 other Aggrieved Employees missed their rest breaks or had them interrupted or governed by Defendants'
10 practices and policies. Specifically, Defendants provided Plaintiff with only one uninterrupted, off-duty
11 10-minute rest break per shift even though she regularly worked 8+ hours during her shifts. Defendants
12 also failed to adopt and implement a practice of providing third rest breaks when Plaintiff and other
13 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants
14 failed to compensate Plaintiff and other Aggrieved Employees with an additional hour of pay at their
15 regular rate of pay for every day in which they suffered a rest period violation. Accordingly, Defendants
16 violated the Labor Code and the applicable IWC Wage Orders.

17 19. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges
18 that during the PAGA Period, Defendants failed to reimburse Plaintiff and other Aggrieved Employees
19 for necessary business expenses incurred in the performance of their duties in violation of the Labor Code
20 and IWC Wage Orders. For example, Plaintiff and other Aggrieved Employees were required to use their
21 personal cell phone for work-related purposes, such as communicating the Defendants via WhatsApp in
22 Defendants' group chats, without any reimbursement. Accordingly, Defendants violated Labor Code §§
23 2800, 2802, and 2804. Accordingly, Defendants violated the Labor Code and applicable IWC Wage
24 Orders.

25 20. **Gratuities:** Defendants had a practice of not paying Plaintiff and other Aggrieved
26 Employees all tips and gratuities earned in violation of Labor Code §§ 351 and 354.

27 21. **Suitable Seating:** Defendants failed to provide Plaintiff and other Aggrieved Employees
28 with suitable seating within the requirements of the IWC Wage Orders when the nature of the employees'

1 work reasonably permitted sitting.

2 22. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and other
3 Aggrieved Employees who separated from their employment with Defendants during the statutory period
4 were entitled to timely payment of all wages due. In violation of the Labor Code, Plaintiff and other
5 Aggrieved Employees did not receive payment of all wages owed upon separation within the permissible
6 time period due to, *inter alia*, Defendants' failure to pay all wages, including minimum wages and
7 premium pay.

8 23. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff and
9 other Aggrieved Employees were entitled to receive complete and accurate wage statements. In violation
10 of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were not furnished
11 with complete and accurate wage statements that show all information required by Labor Code §§ 226 *et*
12 *seq.*, including, but not limited to, the gross and net wages earned, the total hours worked, all applicable
13 hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly
14 rate.

15 24. **Failure to Keep Accurate Records:** Defendants knew or should have known that
16 Defendants were required to keep accurate records of the hours worked by Plaintiff and other Aggrieved
17 Employees. In violation of the Labor Code, Defendants failed to maintain accurate records of hours
18 worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts, and/or
19 omissions described throughout this Complaint.

20 25. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
21 willful.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay All Wages**

24 **(Against All Defendants)**

25 26. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
26 fully set forth herein.

27 27. At all relevant times, Defendants had a duty to comply with Labor Code §§ 204, 206, 210,
28 218, 221, 222, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC

1 Wage Orders and California Code of Regulations.

2 28. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed
3 on regularly scheduled paydays at least twice during each calendar month, on days designated in advance
4 by the employer as the regular paydays. All wages in earned in excess of the normal work period must be
5 paid no later than the payday for the next regular payroll period.

6 29. Labor Code § 206 provides that in case of a dispute over wages, the employer shall pay,
7 without condition and promptly under the Labor Code all wages conceded due, leaving to the employee
8 all remedies he/she is otherwise entitled to as to any balance claimed.

9 30. Labor Code § 210 provides:

10 every person who fails to pay the wages of each employee as provided in
11 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5,
12 shall be subject to a penalty as follows: (1) For any initial violation, one
13 hundred dollars (\$100) for each failure to pay each employee. (2) For each
14 subsequent violation, or any willful or intentional violation, two hundred
15 dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld. (b) The penalty shall either be recovered by
the employee as a statutory penalty pursuant to Section 98 or by the Labor
Commissioner as a civil penalty through the issuance of a citation or
pursuant to Section 98.3.

16 31. Labor Code § 221 provides “[i]t shall be unlawful for any employer to collect or receive
17 from an employee any part of wages theretofore paid by said employer to said employee.”

18 32. Labor Code § 223 provides “[w]here any statute or contract requires an employer to
19 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to
20 pay the wage designated by statute or by contract.”

21 33. Labor Code § 224 prohibits any deduction from an employee’s wages which is not either
22 authorized by the employee in writing or permitted by law.

23 34. Labor Code § 246 requires employers to provide and allow employees to use at least 24
24 hours, or three days, of paid sick leave per year.

25 35. Labor Code § 227.3 requires employers to pay terminated employees for their unused paid
26 vacation time at their final rate of pay.

27 36. At all times relevant, Labor Code § 510, and applicable sections of the California Code of
28 Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants. Labor Code § 510

1 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that any
2 work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
3 and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in a
4 workday must be compensated at the rate of no less than twice the regular rate of pay for an employee.

5 37. Labor Code § 558 provides "[a]ny employer or other person acting on behalf of an
6 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
7 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
8 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
9 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
10 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
12 Wages recovered pursuant to this section shall be paid to the affected employee."

13 38. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
14 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
15 minimum wage rates that must be paid to employees for all hours worked in those locales where each
16 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
17 local minimum wage, whichever is higher, for any hour of work.

18 39. Labor Code § 1194 provides that any employee receiving less than the legal minimum
19 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action
20 the unpaid balance of the full amount of the minimum wage or overtime compensation, including interest
21 thereon, reasonable attorney's fees, and costs of suit.

22 40. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal to
23 the wages unlawfully unpaid and interest thereon for unpaid wage violations.

24 41. Labor Code § 1197 provides that the minimum wage for employees fixed by the
25 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
26 minimum so fixed is unlawful.

27 42. Labor Code § 1198 prohibits employers from employing for longer hours or less favorable
28 conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the Labor

1 Commissioner.

2 43. The failure to pay at least minimum wages to Plaintiff for each and every hour worked
3 violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the applicable Wage Order; and
4 Business & Professions Code.

5 44. The failure to pay designated wages to Plaintiff for each and every hour worked violates
6 Labor Code §§ 221 and 223; the applicable Wage Order; and the Business & Professions Code.

7 45. Plaintiff is informed, believes, and thereon alleges that Defendants failed to pay Plaintiff
8 all wages for hours worked (including minimum, regular, overtime, and double time wages, reporting time
9 pay, and sick pay) by failing to accurately record all time worked, failing to compensate Plaintiff for time
10 shaving, auto-deducting missed or short meal periods, rounding time and meal period punches, and
11 requiring off-the-clock work without compensation, among other things.

12 46. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 Plaintiff has sustained and continue to sustain damages, including loss of earnings from minimum, regular,
14 overtime, and double time compensation due, in an amount to be established at trial, plus prejudgment
15 interest, attorneys' fees, and costs pursuant to statute.

16 47. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
17 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
18 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
19 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
20 Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of wages, as defined in
21 Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other compensation, by unlawful
22 means, with the knowledge that the wages, gratuities, benefits, or other
23 compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from Defendants treble
24 damages and costs, including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

25 **SECOND CAUSE OF ACTION**

26 **Meal Period Violations (Labor Code §§ 226.7, 512, 558)**

27 **(Against All Defendants)**

28 48. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their
3 affirmative obligation to provide Plaintiff with all legally compliant meal periods in accordance with the
4 mandates of the California Labor Code and the applicable Wage Order. Despite Defendants' violations,
5 Defendants did not pay an additional hour of pay to Plaintiff at Plaintiff's respective regular rate of
6 compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

7 50. As a result, Defendants are responsible for paying premium compensation for meal period
8 violations including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to
9 Labor Code §§ 226.7, 512, 558, the applicable Wage Order, and Civil Code §§ 3287(b) and 3289.

10 51. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
11 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
12 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
13 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
14 Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of wages, as defined in
15 Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other compensation, by unlawful
16 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff
17 under the law Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages,
18 gratuities, benefits, or other compensation within the meaning of Penal Code § 487m. Plaintiff is thus
19 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
20 pursuant to Penal Code § 496(c).

21 **THIRD CAUSE OF ACTION**

22 **Rest Period Violations (Labor Code §§ 226.7, 516, 558)**

23 **(Against All Defendants)**

24 52. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
25 fully set forth herein.

26 53. California Labor Code §§ 226.7, 516 and 558 and the applicable Wage Order establish the
27 right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
28 period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit Plaintiff to

1 take all legally complaint rest periods as alleged herein, Defendants did not pay Plaintiff an additional
2 hour of pay at Plaintiff's respective regular rate for the rest periods that they failed to authorize and permit
3 Plaintiff to take, as required by Labor Code § 226.7.

4 54. Defendants' policies and practices described herein are unlawful and create an entitlement
5 to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums owing, including
6 interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to
7 California Labor Code §§ 226.7, 516, 558, the applicable Wage Order, and Civil Code §§ 3287(b) and
8 3289.

9 55. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
10 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
11 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
12 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
13 Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of wages, as defined in
14 Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other compensation, by unlawful
15 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff
16 under the law Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages,
17 gratuities, benefits, or other compensation within the meaning of Penal Code § 487m. Plaintiff is thus
18 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
19 pursuant to Penal Code § 496(c).

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804)**

22 **(Against All Defendants)**

23 56. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
24 fully set forth herein.

25 57. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states
26 that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred
27 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to
28 the directions of the employer

1 58. Furthermore, at all relevant times herein, Defendants were subject to Labor Code § 2804,
2 which states that “any contract or agreement, express or implied, made by any employee to waive the
3 benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee
4 or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

5 59. Due to Defendants’ unlawful policy and/or practice of failing to pay reimbursements to
6 Plaintiff, as alleged above, Defendants have violated Labor Code § 2802.

7 60. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code
8 §§ 2802 and 2804, Plaintiff suffered damages in sums, which will be shown according to proof.

9 61. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c)
10 for bringing this action.

11 62. Under Labor Code §2802(b), any action brought for the reimbursement of necessary
12 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to
13 interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

14 **FIFTH CAUSE OF ACTION**

15 **Wage Statement Violations (Labor Code § 226 *et seq.*)**

16 **(Against All Defendants)**

17 63. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
18 fully set forth herein.

19 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly
20 and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff with complete and
21 accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

22 65. Defendants’ failures in furnishing Plaintiff with complete and accurate itemized wage
23 statements resulted in injury, as said failures deprived Plaintiff of the information necessary to identify
24 the discrepancies in Defendants’ reported data, and deprived Plaintiff of the information required to be
25 included under Labor Code § 226(a).

26 66. Defendants’ failures create an entitlement to recovery by Plaintiff in a civil action for all
27 damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil
28 penalties, reasonable attorneys’ fees, and costs of suit according to California Labor Code § 226 *et seq.*

1 **SIXTH CAUSE OF ACTION**

2 **Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*)**

3 **(Against All Defendants)**

4 67. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
5 fully set forth herein.

6 68. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by: (a)
8 failing to timely pay Plaintiff all wages owed; (b) failing to provide Plaintiff with all meal periods to which
9 Plaintiff is entitled, and failing to pay Plaintiff all meal period premium payments; (c) failing to authorize
10 and permit Plaintiff all rest periods to which Plaintiff is entitled, and failing to pay Plaintiff rest period
11 premium payments; (d) failing to reimburse Plaintiff for necessary business expenditures; and (e) failing
12 to issue to Plaintiff accurate and itemized wage statements.

13 69. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff
14 and continues to deprive Plaintiff of compensation to which Plaintiff is legally entitled, constitutes unfair
15 and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have
16 been and/or are currently employing workers and attempting to do so in honest compliance with applicable
17 wage and hour laws.

18 70. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein,
19 Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any and all monies
20 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
21 and 17208.

22 71. The acts complained of in this Complaint occurred within the last four years immediately
23 preceding the filing of the Complaint in this action.

24 **SEVENTH CAUSE OF ACTION**

25 **Civil Penalties and Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)**

26 **(Against All Defendants)**

27 72. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though fully
28 set forth herein.

1 73. On October 24, 2024, Plaintiff notified Defendants, via certified mail, and the California
2 Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the
3 California Labor Code and Plaintiff’s intent to bring a claim for injunctive relief and civil penalties under
4 California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in
5 this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants of these
6 violations, Plaintiff has exhausted the administrative requirements for bringing a claim under the Private
7 Attorneys General Act with respect to the violations alleged in this Complaint.

8 74. On January 8, 2025 and again October 24, 2025, Plaintiff provided amended notices to
9 Defendants and the LWDA. The LWDA has not responded to either of Plaintiff’s amended notices and
10 thus Plaintiff has exhausted the administrative requirements for bringing a claim under the Private
11 Attorneys General Act with respect to the violations alleged in this Complaint.

12 75. Defendants have committed several Labor Code violations against Plaintiff and other
13 Aggrieved Employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et*
14 *seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action against
15 Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the State of
16 California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each
17 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
18 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
19 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor
20 Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each
21 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
22 each initial violation and \$200.00 for each subsequent violation per employee per pay period for those
23 violations of the Labor Code for which no civil penalty is specifically provided, based on the following
24 Labor Code violations:

25 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 510, 558, 1194, 1197,
26 1197.1, and 1198 for failure to timely pay all earned wages owed (including paying overtime, double-
27 time, and sick time at the correct rate of pay) to Plaintiff and other Aggrieved Employees during
28 employment and upon separation of employment;

1 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and permit
2 all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved Employees
3 at these employees' respective regular rates of compensation for rest period violations;

4 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal periods
5 as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved Employees
6 at these employees' respective regular rates of compensation for meal period violations;

7 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
8 Aggrieved Employees with accurate and compliant itemized wage statements;

9 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
10 other Aggrieved Employees less than the statutory or contractual rate;

11 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain accurate
12 records on behalf of Plaintiff and other Aggrieved Employees;

13 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse business
14 expenses to Plaintiff and other Aggrieved Employees;

15 (h) Violation of Labor Code §§ 351 and 354 for failure to pay all gratuities to Plaintiff
16 and other Aggrieved Employees;

17 (i) Violation of Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage
18 Orders for failure to provide Plaintiff and other Aggrieved Employees with suitable seating within the
19 requirements of the IWC Wage Orders when the nature of the employees' work reasonably permitted
20 sitting; and

21 (j) Derivative violations of Labor Code § 1199.

22 76. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
23 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

24 77. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
25 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

28 1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and

1 penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198; and for
2 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§
3 204, 510, 558, 1194, and 1198;

4 2. Upon the Second Cause of Action, for compensatory, consequential, general, and special
5 damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 3. Upon the Third Cause of Action, for compensatory, consequential, general, and special
7 damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8 4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special
9 damages according to proof pursuant to Labor Code §§ 2802 and 2804;

10 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et*
11 *seq.*;

12 6. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or property
13 unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in
14 violation of Business and Professions Code § 17200 *et seq.*;

15 7. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, Aggrieved
16 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
17 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
18 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
19 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00
20 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
21 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation
22 pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and
23 \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
24 and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay
25 period for those violations of the Labor Code for which no civil penalty is specifically provided;

26 8. Upon the Seventh Cause of Action, for appropriate injunctive relief pursuant to Labor Code
27 § 2698 *et seq.*;

28 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §

1 218.6 and Civil Code §§ 3287 and 3289;

2 10. On all causes of action, for attorneys' fees and costs as permitted by law, including under
3 Labor Code §§ 226, 1194, 2698 *et seq.*, and 2802(c), and Code of Civil Procedure § 1021.5; and

4 11. For such other and further relief the Court may deem just and proper.

5 Dated: May 14, 2026

MANAHAN O'DELL LLP

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7 By: Shaheen Anthony Etemadi
8 Shaheen Anthony Etemadi
9 Attorneys for Plaintiff
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Dated: May 14, 2026

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff

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PROOF OF SERVICE
Monica Coffman v. TastyWings, Inc. et al.
Superior Court of California, Los Angeles County
Case No. 24TRCV04433

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County aforesaid, over the age of eighteen years, and not a party to the within entitled action. My business address is Manahan O'Dell LLP, 7700 Irvine Center Drive, Suite 180, Irvine, California 92618. On May 15, 2026, I served the following documents:

FIRST AMENDED COMPLAINT

on the parties in this action as follows:

Hannah Sweiss Melissa Huether Yessica Juarez Karla Gonzalez Fisher & Phillip 21600 West Oxnard St. Suite 650 Woodland Hills, CA 91367 hsweiss@fisherphillips.com mhuether@fisherphillips.com juarez@fisherphillips.com kpgonzalez@fisherphillips.com	<i>Attorneys for Defendants</i>
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[X] **(BY EMAIL OR ELECTRONIC DELIVERY)** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at their electronic notification addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on May 15, 2026 at Irvine, California.

Patricia Valentine
Patricia Valentine