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and all others similarly situated

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

SEAN LEE, an individual, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

MANNA LA, LLC dba PANERA BREAD, a
Delaware Limited Liability Company;
MANNA DEVELOPMENT GROUP LLC, a
California Limited Liability Company; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 25STCV01629

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (6) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES; AND**
- (7) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
07/02/2025

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

1 **FIRST AMENDED CLASS ACTION COMPLAINT**

2 Plaintiff SEAN LEE (“Plaintiff” or “LEE”), on behalf of himself and all others similarly situated,
3 by and through his attorneys, Abramson Labor Group, hereby files this First Amended Class Action
4 Complaint against Defendants MANNA LA, LLC doing business as PANERA BREAD, a Delaware
5 Limited Liability Company (“PANERA”); MANNA DEVELOPMENT GROUP LLC, a California
6 Limited Liability Company; and DOES 1 through 25 inclusive, (collectively, “Defendants”), and states
7 as follows:

8 **I. INTRODUCTION**

9 1. Plaintiff brings this class action on behalf of himself, on behalf of a class defined as all
10 current and former hourly non-exempt employees of MANNA LA, LLC doing business as PANERA
11 BREAD and MANNA DEVELOPMENT GROUP LLC (collectively, “PANERA”) in California at any
12 time during the Class Period beginning four years prior to the filing of this Complaint through the present
13 (“Class Period”).

14 2. Defendants MANNA LA, LLC doing business as PANERA BREAD and MANNA
15 DEVELOPMENT GROUP LLC are operating multiple restaurant franchise locations known as
16 PANERA BREAD throughout California, each location of which offers patrons a casual dining
17 atmosphere as well as pick-up/to-go orders, and catering.

18 3. Defendants’ policy and practice is to deny earned wages, including premium and overtime
19 pay, to their nonexempt employees in California. Defendants do not provide their employees with legally
20 compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants
21 require their employees to be present and to perform work uncompensated in excess of eight hours per
22 day and/or 40 hours per work week by mandating that these employees perform various forms of
23 compensable work off-the-clock including, but not limited to, performing work during meal periods
24 while clocked out and continuing to perform work at the end of their shifts after clocking out. Likewise,
25 Defendants do not provide minimum wages and overtime pay for this off-the-clock time. These off-the-
26 clock waiting periods exist for the sole benefit of Defendants and occurred frequently and regularly at
27 Defendants’ locations throughout California. This illegal practice has been in effect by Defendants since
28 at least the start of the Class Period.

1 4. Moreover, Defendants fail to timely compensate employees for all wages earned and fail
2 to properly and accurately calculate minimum wages and overtime wages and report wages earned, hours
3 worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of himself and other
4 hourly, nonexempt employees of Defendants to recover unpaid wages, overtime compensation, penalties,
5 interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

6 5. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned
7 wages and overtime compensation violates the California Labor Code and California's Unfair
8 Competition Law, codified under California's Business & Professions Code.

9 6. Defendants required Plaintiff and Class Members to wear uniform shirts yet only provided
10 Plaintiff and Class Members two uniform shirts, which was insufficient to last the entire work week
11 without having to do extra loads of laundry just to wash their uniform shifts. Correspondingly,
12 Defendants failed to reimburse Plaintiff and Class Members for unreimbursed business expenses for these
13 additional loads of laundry, which were required to carry out their duties.

14 7. Defendants required Plaintiff and Class Members to use their personal cell phones to do
15 their jobs, such as to use the smartphone application GoSpotCheck to record refrigerator temperatures,
16 however, Defendants provided only a \$2 per-pay-period reimbursement, which is insufficient to fully
17 reimburse Plaintiff and Class Members.

18 8. Plaintiff brings a class action under the California Code of Civil Procedure section 382
19 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for
20 failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid
21 minimum wages including for work performed off the clock; unpaid overtime wages; failing to provide
22 timely, accurate wage statements; failing to reimburse all necessary, business-related expenses; and other
23 related penalties and damages under the California Labor Code and California Business & Professions
24 Code.

25 **II. JURISDICTION AND VENUE**

26 9. This Court has jurisdiction over this matter because Defendants are licensed to do
27 business in California, regularly conduct business in California, and committed and continue to commit
28 the unlawful acts alleged herein in California.

10. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

11. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

12. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

III. PARTIES

13. Plaintiff SEAN LEE (“Plaintiff” or “LEE”) is or was a resident of Lynwood, California. Defendants have employed Plaintiff LEE as an hourly-paid, non-exempt employee for about 2.6 years from approximately July 1, 2022 to the present in the positions of Team Manager and Facilities Specialist. During his employment, Plaintiff LEE has worked at Defendants’ locations in Los Angeles, Carson, and Torrance, California located at (1) 8647 Sepulveda Boulevard, Los Angeles, California 90045; (2) 20700 Avalon Boulevard, Suite A-18, Carson, California 90746; and (3) 2733 Pacific Coast Highway, Suite A, Torrance, California 90505. Plaintiff LEE typically works 4-5 days per week for eight (8) or more hours per day and at least about forty (40) hours per week. At present, Plaintiff is earning an hourly wage of \$21.50 per hour plus gratuities.

1 14. Defendant MANNA LA, LLC doing business as PANERA BREAD (“PANERA”) is, on
2 information and belief, a Delaware Limited Liability Company doing business in California, with its
3 principal place of business at 2211 Encinitas Boulevard, Suite 100, Encinitas, California 92024 with
4 dozens of operations, including Plaintiff’s current and prior locations at (1) 8647 Sepulveda Boulevard,
5 Los Angeles, California 90045; (2) 20700 Avalon Boulevard, Suite A-18, Carson, California 90746;
6 and (3) 2733 Pacific Coast Highway, Suite A, Torrance, California 90505, and at all times hereinafter
7 mentioned, are operating multiple restaurant franchise locations known as PANERA BREAD
8 throughout California, each location of which offers patrons a casual dining atmosphere as well as pick-
9 up/to-go orders, and catering. Defendant MANNA LA, LLC is, on information and belief, a subsidiary
10 of parent company Defendant MANNA DEVELOPMENT GROUP LLC.

11 15. Defendant MANNA DEVELOPMENT GROUP LLC is, on information and belief, a
12 California Limited Liability Company doing business in California, with its principal place of business
13 at 530 West 2nd Avenue, #202, Escondido, California 92025. Defendant MANNA DEVELOPMENT
14 GROUP LLC is, on information and belief, the parent company of Defendant MANNA LA, LLC.

15 16. Defendants created the policies and procedures described herein and, at all times during
16 the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

17 17. The practices and policies complained of by way of this Complaint are enforced
18 throughout the State of California, including in Los Angeles, California.

19 18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
20 participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is
21 informed and believes that said Defendants are legally responsible for the conduct alleged herein and
22 therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege
23 both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and
24 believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
25 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
26 venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said
27 agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were
28 ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a

principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. At all times relevant herein, Defendant MANNA LA, LLC doing business as PANERA BREAD and MANNA DEVELOPMENT GROUP LLC are operating multiple restaurant franchise locations known as PANERA BREAD throughout California, each location of which offers patrons a casual dining atmosphere as well as pick-up/to-go orders, and catering.

20. Upon information and belief, Defendants MANNA LA, LLC doing business as PANERA BREAD and MANNA DEVELOPMENT GROUP LLC, organized in Delaware and California respectively, maintain their corporate headquarters, including Human Resources in Encinitas, California and Escondido, California, respectively. Upon information and belief, Defendants MANNA LA, LLC and MANNA DEVELOPMENT GROUP LLC maintain a single, centralized Human Resources (“HR”) department at their operations headquarters in Encinitas, California and Escondido, California, respectively, which is responsible for conducting Defendants’ recruiting and hiring of new employees, as well as communicating and implementing Defendants’ company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees’ assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendants MANNA LA, LLC doing business as PANERA BREAD and MANNA DEVELOPMENT GROUP LLC’S California employees were submitted to and processed by Defendant MANNA LA, LLC doing business as PANERA BREAD’S HR department in Encinitas, California.

1 21. Upon information and belief, Defendants’ corporate records, business records, data, and
2 other information related to Defendants, including, in particular, HR records pertaining to Defendants’
3 California employees, are also maintained at Defendants’ operations headquarters in Encinitas,
4 California.

5 22. At all relevant times, Defendants have been, and continue to be, a “person” as that term
6 is defined under California Business & Professions Code section 17021 and California Labor Code
7 sections 1-29.5.

8 23. At all times relevant herein, Plaintiff was employed by Defendants as an hourly,
9 nonexempt employee in the positions of Team Manager and Facilities Specialist in California during
10 the Class Period.

11 24. At all times relevant herein, Plaintiff and Class Members were assigned to and required
12 and permitted to work without pay while performing tasks including, but not limited to: greeting and
13 seating guests; taking customers’ orders; running food and drinks to customers; pre-bussing and bussing
14 tables; processing customers’ payments; tracking cash amounts on spreadsheets; coordinating collection
15 of cash from third-party; customer service; training new employees; check stock and temperature of
16 soups; food preparation and service; adding salt to the drink machine and cleaning it; washing dishes;
17 and cleaning the kitchen and dishwasher. Plaintiff and Class Members were not properly compensated
18 for some of this work.

19 25. At all times relevant herein, Plaintiff and Class Members worked a substantial amount of
20 time while off-the-clock—meaning they were not punched in for work—and therefore, those working
21 hours were not recorded and then compensated. This off-the-clock time primarily occurred because
22 Plaintiff and Class Members regularly (1) returned to work from meal periods early (before 30 minutes
23 elapsed) to resume work due to interruptions from time-sensitive issues, and (2) ended their shifts by
24 performing work off the clock to complete additional tasks identified after clocking out. So in those
25 instances, Plaintiff and Class Members performed compensable work off the clock that was never
26 subsequently added and, therefore, remains uncompensated.

27 26. At all times relevant herein, Plaintiff and Class Members were required to perform work
28 during their meal periods in the form of returning to work early to handle time-sensitive issues not able

1 to be performed because of lack of available staff, which cut into their 30-minute meal periods or caused
2 them to start after the end of the fifth hour or caused them to have short meal periods. Defendants do
3 not compensate Plaintiff and Class Members for this compensable time worked off the clock nor for
4 noncompliant meal periods.

5 27. At all times relevant herein, Plaintiff and Class Members were required to perform work
6 during their rest breaks in the form of returning to work early to handle time-sensitive issues not able to
7 be performed because of lack of available staff, which cut into their 10-minute rest breaks, causing them
8 to have short rest breaks. Defendants do not compensate Plaintiff and Class Members for their
9 noncompliant rest breaks.

10 28. Likewise, at all times relevant herein, Plaintiff and Class Members' meal periods and rest
11 breaks were noncompliant because they were not off-duty because Plaintiff and Class Members were
12 required to respond to interruptions requiring them to return to work early to handle time-sensitive issues
13 that arose while they were on their meal periods and rest breaks. These meal periods and rest breaks
14 were noncompliant and not cured by premium compensation, and the meal periods were also not
15 compensated or if compensated, not at the regular rate of pay, for purposes of Defendants' obligation to
16 pay minimum wages for all hours worked.

17 29. At all times relevant herein, Plaintiff and Class Members were assigned to and required
18 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
19 length 30-minute, uninterrupted, off-duty meal periods. Accordingly, Plaintiff's and Class Members'
20 meal periods were on-duty for which Defendants failed to compensate Plaintiff and Class Members with
21 (1) premium pay for meal periods under 30 minutes and (2) the time worked that was on-duty during
22 these meal periods.

23 30. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without
24 a second 30-minute meal period, despite not signing valid meal period waivers.

25 31. At all times relevant herein, Plaintiff and Class Members were assigned to and required
26 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
27 net 10-minute rest breaks during each shift or 4-hour work period.
28

32. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their entire 10-minute rest breaks. Accordingly, all rest breaks were noncompliant for which Defendants should have compensated Plaintiff and Class Members with premium pay for noncompliant rest breaks but failed to do so.

33. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

34. During the Class Period, Defendants require their hourly, nonexempt employees to perform compensable work while off the clock, including performing compensable work during their meal periods. Accordingly, during the Class Period, Defendants did not provide minimum wages and overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

35. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly, nonexempt employees should be, but were not compensated for, both straight hours and overtime hours worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first eight hours worked on the seventh consecutive day of work in a workweek.

36. Supervisors employed by Defendants, including at Plaintiff's location, had knowledge of and required Plaintiff to perform compensable work during meal periods and post-shift. Supervisors

1 throughout California were aware that Plaintiff and others similarly situated were performing work
2 during these times without proper wages or overtime compensation.

3 37. In light of Defendants' failure to record employees' off-the-clock time that employees
4 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
5 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
6 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
7 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
8 and all rates in effect during the pay period.

9 38. At all times relevant herein, the same unlawful practices and procedures described above
10 affect hourly, nonexempt workers of Defendants employed in California.

11 39. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all
12 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
13 accordance with law and, because Class Members were not compensated for time worked during meal
14 periods, for shifts worked over eight hours in duration, Defendants also did not pay nonexempt
15 employees all overtime wages in accordance with law.

16 40. At all times relevant herein, Defendants required Plaintiff and Class Members to wear
17 uniform shirts yet only provided Plaintiff and Class Members two uniform shirts, which was insufficient
18 to last the entire work week without having to do extra loads of laundry just to wash their uniform shifts.
19 Correspondingly, Defendants failed to reimburse Plaintiff and Class Members for unreimbursed
20 business expenses for these additional loads of laundry, which were required to carry out their duties.

21 41. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages
22 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
23 Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed
24 every pay period, failing to provide timely and accurate wage statements, and unfair competition.

25 **V. CLASS ACTION ALLEGATIONS**

26 42. Plaintiff is a member of and seeks to be the representative for the Class of similarly
27 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
28 Defendants' unlawful employment practices as alleged herein.

43. Plaintiff brings his first through seventh causes of action on behalf of himself and on behalf of the following Class¹ of persons:

All current and former hourly non-exempt employees of MANNA LA, LLC doing business as PANERA BREAD and MANNA DEVELOPMENT GROUP LLC in California at any time during the Class Period through the present.

44. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

45. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' locations in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

46. Predominant Common Questions of Law and Fact. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

- a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;
- c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;

¹ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description with greater particularity or further division into subclasses or limitation to particular issues.

- 1 d. Whether Defendants have engaged in a common course of requiring or permitting their
2 hourly, nonexempt employees to not report all hours worked during the Class Period;
- 3 e. Whether Defendants have engaged in a common course of failing to maintain true and
4 accurate time records for all hours worked by their nonexempt employees;
- 5 f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a
6 pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff
7 and members of the Class who worked as hourly, nonexempt employees in California during
8 the Class Period;
- 9 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and Class Members
10 who worked as hourly, nonexempt employees in California during the Class Period from
11 taking full-length off-duty, 30-minute meal periods by imposing unreasonable time
12 windows/work schedules that required Plaintiff and Class Members to forgo meal periods to
13 complete their daily-assigned jobs on time;
- 14 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
15 of the Class who worked as hourly, nonexempt employees in California during the Class
16 Period from taking full-length off-duty, 30-minute meal periods for their second meal periods
17 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
18 periods were not waived by mutual consent;
- 19 i. Whether Defendants engaged in a pattern or practice of failing to properly record the start and
20 stop times that Plaintiff and Class Members took their meal periods;
- 21 j. Whether Defendants engaged in a pattern or practice of failing to properly compensate
22 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
23 California during the Class Period for missed, untimely, or on-duty meal periods as required
24 by California law;
- 25 k. Whether Defendants violated section 11 of the applicable California Industrial Welfare
26 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the
27 Class who worked as hourly, nonexempt employees in California during the Class Period with
28 timely, off-duty, 30-minute meal periods;

- 1 l. Whether Defendants engaged in an unfair practice and violated California Business and
2 Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of
3 the Class who worked as hourly, nonexempt employees in California during the Class Period
4 with their statutory, off-duty, meal periods;
- 5 m. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods
6 taken by Plaintiff and members of the Class during the Class Period in accordance with section
7 7 of the applicable IWC Wage Order(s);
- 8 n. Whether Defendants engaged in a pattern or practice of failing to properly compensate
9 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
10 California during the Class Period for failing to provide full-length 10-minute rest breaks as
11 contemplated by California law for work periods in excess of four hours;
- 12 o. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
13 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute,
14 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
15 hours;
- 16 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
17 overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- 18 q. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
19 double time for hours worked in excess of 12 hours in a day;
- 20 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
21 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked
22 in excess of eight hours in a day;
- 23 s. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
24 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight
25 hours worked in a day on the seventh consecutive day in a workweek and double time for all
26 hours worked in excess of eight hours on such days;
- 27
28

- 1 t. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
2 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
3 members of the Class to perform for the benefit of Defendants;
- 4 u. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
5 statements to Plaintiff and members of the Class that failed to include payments for missed,
6 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 7 v. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
8 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
9 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
- 10 w. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
11 Plaintiff and Class Members for all necessary business-related expenses they incurred;
- 12 x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
- 13 y. The nature and extent of class-wide injury and the measure of damages for the injury.

14 47. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
15 members of the Class working for Defendants in California, was subjected to Defendants' policy and
16 practices of refusing to properly and fully pay minimum wages, overtime wages, meal period and rest
17 break premiums, failing to issue accurate wage statements, and failing to reimburse necessary, business-
18 related expenses in violation of California wage and hour laws. Plaintiff's job duties were and are typical
19 of those of other class members who worked for Defendants in California.

20 48. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of
21 the Class because his individual interests are consistent with and not antagonistic to the interests of the
22 Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute
23 this case as a class action and are experienced labor and employment attorneys who have successfully
24 litigated other cases involving similar issues.

25 49. Superiority of Class Mechanism. The class action mechanism is superior to any
26 alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class
27 action would permit the large number of injured parties to prosecute their common claims in a single
28 forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial

resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 1-2001, § 11

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

51. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

52. IWC Wage Order No. 1-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

53. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be

1 waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

2 54. Defendants did not provide Plaintiff and other Class Members with legally compliant, off-
3 duty meal periods, because Plaintiff and other Class Members were required to respond to interruptions
4 that then required Plaintiff and other Class Members to return to work early from their meal periods.

5 55. Defendants also did not schedule second meal periods and had no policy for permitting
6 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
7 worked in excess of 10 hours in one day. Because of Defendants’ companywide practice of denying
8 hourly, nonexempt employees second 30-minute meal periods, Plaintiff and other Class Members were
9 not relieved of all duties such that they could take full-length second 30-minute meal periods and instead
10 had to work during a portion of that time allotted for meal periods. Accordingly, Defendants failed to
11 provide all meal periods in violation of California Labor Code sections 226.7 and 512. Defendants knew
12 or should have known that their companywide adoption of the requirement that employees skip their
13 meal period without executing waivers to do so would result in a failure to provide Plaintiff and other
14 Class Members with full and timely meal periods as required by the applicable IWC Wage Order(s) and
15 Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign
16 valid meal period waivers on days that they were entitled to meal periods but were not relieved of all
17 duties.

18 56. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
19 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
20 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other
21 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
22 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
23 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
24 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed
25 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
26 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

27 57. By their actions in requiring their employees to work during a portion of their meal periods
28 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty

meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC Wage Order No. 1-2001 and is liable to Plaintiff and the Class.

58. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and section 11 of IWC Wage Order No. 1-2001, in the amount of one additional hour of pay at the employee's regular rate of pay for each work period during each day in which Defendants failed to provide their hourly, nonexempt employees with timely, statutory, off-duty meal periods.

VII. SECOND CAUSE OF ACTION

Failure to Provide Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;

IWC Wage Order No. 1-2001, § 12

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

60. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

61. IWC Wage Order No. 1-2001, section (12)(A) provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work times is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

62. IWC Wage Order No. 1-2001, section (12)(B) provides, "If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

63. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during the Class Period. Plaintiff and members of the Class were routinely required to work during their entire rest breaks or else were frequently interrupted while taking their rest breaks at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

64. Furthermore, as with meal periods, Defendants' staffing and job-assignment policies required employees to forgo their 10-minute rest breaks, entirely preventing Plaintiff and Class Members from being relieved of all duty in order to take compliant rest breaks; these practices forced Plaintiff and other Class Members to remain on duty for part of, if not all of, their rest breaks, meaning they did not receive net 10-minute rest breaks. That is, Plaintiff and Class Members' rest breaks were noncompliant because they were not off-duty; Plaintiff and Class Members were required to respond to interruptions and return to work early from their rest breaks. As a result, Plaintiff and Class Members would work shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they were entitled. More specifically, throughout his employment, during 8-hour or longer shifts, Plaintiff and Class Members regularly worked during the entirety of their 10-minute rest breaks by using that time to continue performing work for Defendants.

65. At the same time, Defendants implemented a companywide policy to not pay rest break premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for premium wages because Defendants failed to include all forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

66. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

67. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class

1 have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during
2 the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one
3 additional hour of pay at the employee's regular rate of compensation for each work period during each
4 day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

5 **VIII. THIRD CAUSE OF ACTION**

6 **Failure to Pay Minimum Wages**

7 **Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,**

8 **and 1197; IWC Wage Order No. 1-2001, § 4**

9 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

10 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
11 as if fully set forth herein.

12 69. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a
13 day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in
14 any one workweek and the first eight hours worked on the seventh day of work in any one workweek
15 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
16 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
17 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
18 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay
19 of an employee."

20 70. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
21 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
22 minimum so fixed is unlawful."

23 71. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages
24 for all hours worked in amounts set by state law.

25 72. Labor Code section 1194, subdivision (a) provides: "Notwithstanding any agreement to
26 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
27 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
28 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable

1 attorney's fees, and costs of suit."

2 73. Labor Code section 1194.2 provides in pertinent part: "In any action under Section 1193.6
3 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
4 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
5 equal to the wages unlawfully unpaid and interest thereon."

6 74. Pursuant to IWC Wage Order No. 1-2001, section (2)(H), at all times material hereto,
7 "hours worked" includes "the time during which an employee is subject to the control of an employer,
8 and includes all the time the employee is suffered or permitted to work, whether or not required to do
9 so."

10 75. At all times relevant during the liability period, under the provisions of IWC Wage Order
11 No. 1-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a
12 sum according to proof for the time worked, but not compensated.

13 76. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
14 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
15 amount equal to the unpaid minimum wages and interest thereon.

16 77. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
17 their attorneys' fees, costs, and interest according to proof.

18 78. At all times relevant during the liability period, Defendants willfully failed and refused,
19 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

20 79. As described above, Plaintiff and other Class Members regularly started and ended their
21 shifts by performing work for an extended period of time that needed to be completed that day but would
22 have been beyond their scheduled shift durations, so in those instances, they were performed work off
23 the clock primarily post-shift because it was outside their scheduled shifts.

24 80. As described above, Defendants required Plaintiff and other Class Members to work
25 during their meal periods so that they would complete their daily-assigned jobs in a timely manner and
26 address time-sensitive issues pertaining to customers or food preparation that could not wait and where
27 no other staff was available to assist. That is, Plaintiff and other Class Members were required to respond
28 to interruptions while on their meal periods that would prematurely end their meal periods before 30

1 minutes had elapsed, meaning they would return to work early but not clock back in until 30 minutes had
2 elapsed. Also, Defendants did not pay at least minimum wages for off-the-clock hours that qualified for
3 overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime
4 premium pay, Defendants did not pay at least minimum wages for those hours worked off-the-clock.

5 81. Defendants' unlawful conduct alleged herein occurred in the course of employment of
6 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
7 done so continuously throughout the filing of this complaint.

8 82. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and
9 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling
10 them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class,
11 seeks damages and all other relief allowable including all wages due while working as Defendants'
12 hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
13 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
14 200, *et seq.*

15 83. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-
16 judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor
17 Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

18 **IX. FOURTH CAUSE OF ACTION**

19 **Failure to Pay Overtime Wages**

20 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 1-2001, § 3**

21 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

22 84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
23 as if fully set forth herein.

24 85. Pursuant to section 3 of IWC Wage Order No. 1-2001; California Code of Regulations,
25 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
26 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all
27 overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for
28

1 hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on
2 the seventh consecutive work day, with double time after eight hours on the seventh day of any work
3 week, or after 12 hours in any work day.

4 86. Plaintiff and members of the Class were and are nonexempt employees entitled to the
5 protections of IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, section 11040,
6 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
7 Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts
8 of eight hours or more. During the course of Plaintiff's employment, and during the course of the
9 employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for
10 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

11 87. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members
12 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
13 work performed during the four years preceding the filing of this Complaint, based on appropriate
14 calculations of the "total remuneration" for each workweek.

15 88. In violation of state law, Defendants have knowingly and willfully refused to perform
16 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
17 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
18 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
19 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
20 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
21 Court.

22 89. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
23 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
24 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
25 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
26 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

27 90. Defendants' conduct described herein violates IWC Wage Order No. 1-2001; California
28 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,

512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

X. FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

Upon Payment of Wages in Violation of Cal. Labor Code § 227.3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

91. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

92. Labor Code section 226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis" Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney's fees."

93. Defendants failed to accurately record the correct total hours and overtime hours worked by Plaintiff and Class Members.

94. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

95. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

1 **XI. SIXTH CAUSE OF ACTION**

2 **Failure to Reimburse All Necessary, Business-Related Expenses**

3 **in Violation of Cal. Labor Code § 2802**

4 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

5 96. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
6 as if fully set forth herein.

7 97. California Labor Code section 2802 provides that “An employer shall indemnify his or
8 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
9 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
10 unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful.”

11 98. During the applicable statutory period, Plaintiff and Class Members incurred necessary
12 expenditures and losses in direct consequence of the discharge of their employment duties and their
13 obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for
14 these expenditures or losses. Such expenses include, but are not limited to, expenses for extra loads of
15 laundry to launder their uniform shirts.

16 99. Defendants required Plaintiff and Class Members to wear uniform shirts yet only provided
17 Plaintiff and Class Members two uniform shirts, which was insufficient to last the entire work week
18 without having to do extra loads of laundry just to wash their uniform shifts. Correspondingly,
19 Defendants failed to reimburse Plaintiff and Class Members for unreimbursed business expenses for these
20 additional loads of laundry, which were required to carry out their duties.

21 100. Defendants required Plaintiff and Class Members to use their personal cell phones to do
22 their jobs, such as to use the smartphone application GoSpotCheck to record refrigerator temperatures.
23 Defendants provided a \$2 per-pay-period reimbursement. This reimbursement is insufficient to fully
24 reimburse Plaintiff and Class Members for the use of their personal cell phones.

25 101. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary
26 business-related expenses and losses.

27 102. Plaintiff and Class Members are entitled to recover their necessary unreimbursed
28 business-related expenses and losses incurred during the course and scope of their employment, plus

1 interest accrued from the date on which the employee incurred the necessary expenditures at the same
2 rate as judgments in civil actions in the State of California, pursuant to California Labor Code section
3 2802.

4 **XII. SEVENTH CAUSE OF ACTION**

5 **Violations of California's Unfair Competition Law ("UCL"),**

6 **California Business and Professions Code §§ 17200, *et seq.***

7 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

8 103. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
9 as if fully set forth herein.

10 104. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
11 unlawful, unfair, or fraudulent business practices.

12 105. Through their actions alleged herein, Defendants have engaged in unfair competition
13 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
14 and/or fraudulent business practices under the UCL.

15 106. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the
16 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure
17 to pay Class Members wages and compensation they earned through labor provided, and failing to
18 otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but
19 is not limited to, issuing wage statements containing false and/or misleading information about the time
20 the Class Members worked and the amount of wages or compensation due.

21 107. Defendants' violations of California wage and hour laws and illegal payroll practices or
22 payment policies constitute a business practice because they were done repeatedly over a significant
23 period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

24 108. Plaintiff has standing to assert this claim because he has suffered injury in fact and has
25 lost money as a result of Defendants' conduct.

26 109. For the four years preceding the filing of this action, Plaintiff and Class Members have
27 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from
28 Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from

engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;
5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five hours when they did not receive an uninterrupted 30-minute meal period;
6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
8. Statutory penalties under Labor Code section 226(e);
9. For reimbursement of business expenses under California Labor Code section 2802;
10. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;
11. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;
12. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
13. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
14. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;
15. Accounting of Defendants' records for the liability period;

1 16. General, special, and consequential damages, to the extent allowed by law; and

2 17. All such other and further relief that the Court may deem just and proper.

3 Dated: July 2, 2025

ABRAMSON LABOR GROUP

5 By: 
6 Cheryl A. Kenner

7 Attorneys for Plaintiff SEAN LEE
8 and all others similarly situated

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Dated: July 2, 2025

By: 
Cheryl A. Kenner

FIRST AMENDED CLASS ACTION COMPLAINT

LEE V. MANNA LA, LLC dba PANERA BREAD; *et al.*
LASC CASE NO.: 25STCV01629

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee 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 1700 West Burbank Boulevard, Burbank, California 91506.

On July 2, 2025, I served the foregoing document, described as **FIRST AMENDED CLASS ACTION COMPLAINT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Jason Ross Ahllam H. Berri Christine A. Robles Mai N. Nguyen (Staff) Rebecka A. Garcia (Staff) Dianna Kimble (Staff) WOOD SMITH HENNING & BERMAN LLP 501 West Broadway, Suite 1200 San Diego, California 92101	jross@wshblaw.com aberri@wshblaw.com crobles@wshblaw.com mnguyen@wshblaw.com ragarcia@wshblaw.com dkimble@wshblaw.com <i>Attorneys for</i> MANNA LA, LLC dba PANERA BREAD; MANNA DEVELOPMENT GROUP LLC
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- ☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Burbank, California. I am “readily familiar” with the firm’s practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Burbank, 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 or postage meter date is more than one day after the date of deposit for mailing in this affidavit.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.
- ☐ **(BY FED EX)** I placed such envelope in a designated Federal Express pick-up box at Burbank, California.
- ☒ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above-entitled document(s) with the understanding that all parties will have access and be able to download said documents.
- ☐ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on July 2, 2025, at Burbank, California.


Cheryl A. Kenner