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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RACHAEL BYRNES; JEREMY LASTRA;
JENNA BARFKNECHT, individually, on behalf
of other members of the general public similarly
situated, and on behalf of the State of California
and other aggrieved persons; LEACY JONES,
JR., individually, on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

CDLAKE, LLC, a California corporation, dba
CRAWDADS ON THE LAKE, dba
CRAWDADS ON THE RIVER; CLS1, LLC, a
California limited liability company, and DOES
1 through 10, inclusive,

Defendants.

Case No.: 24CV024391

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Timely Pay Wages During Employment (Lab. Code § 204)
8. Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-202);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.)
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiffs RACHAEL BYRNES; JEREMY LASTRA; JENNA BARFKNECHT,
2 (“Plaintiffs”), individually and on behalf of all other members of the public similarly situated,
3 and on behalf of the State of California and other aggrieved persons, and LEACY JONES, JR.,
4 and on behalf of other members of the general public similarly situated, allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This action is brought pursuant to California Code of Civil Procedure section 382.
7 The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
8 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
9 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
10 10. The statutes under which this action is brought do not specify any other basis for
11 jurisdiction.

12 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class
13 action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs brings the Tenth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present non-exempt employees by Defendants in
21 the State of California during the statute of limitations period for his PAGA claim (hereinafter
22 referred to as the “Aggrieved Employees”).

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

27 5. Venue is proper in this Court, because Defendants employ persons at multiple
28 locations throughout the state of California, including within the County of Sacramento, and have

1 violated the requirements of the California Labor Code and applicable Industrial Welfare
2 Commission (“IWC”) Wage Order in this county which give rise to the penalties sought in this
3 action. Cal. Code Civ. P. § 393. Pursuant to California Civil Code of Procedure section 393, venue
4 is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the
5 cause, or some part of the cause, arose.

6 **THE PARTIES**

7 6. Plaintiffs are California residents who collectively worked for Defendants
8 CDLAKE, LLC, a California corporation, dba CRAWDADS ON THE LAKE, dba CRAWDADS
9 ON THE RIVER; CLS1, LLC, a California limited liability company and DOES 1 through 10
10 (“Defendants”) in California as nonexempt employees paid hourly from approximately March
11 2016 to October 2024.

12 7. Plaintiffs reserve the right to seek leave to amend this complaint to add new
13 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
14 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as
15 well as to add additional claims.

16 8. Plaintiffs allege, on information and belief, that Defendants are, and at all times
17 herein mentioned, were:

- 18 (a) Business entities qualified to do business and actually conducting business
19 in numerous counties throughout the State of California, including in
20 Sacramento County; and,
21 (b) The former employers of Plaintiffs and the current and/or former employers
22 of the Class Members because Defendants engaged Plaintiffs and the Class
23 to work; and/or suffered and permitted Plaintiffs and the Class to work,
24 and/or controlled or had the power and authority to control their wages,
25 hours, or working conditions;

26 9. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
28 foregoing paragraphs as the employer of Plaintiffs and of the Class. Further, Defendants are

1 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
2 “respondeat superior.”

3 10. Plaintiffs do not know the true names or capacities of the persons or entities sued
4 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
5 of the Doe Defendants were in some manner legally responsible for the damages suffered by
6 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
7 names and capacities of these Defendants when they have been ascertained, together with
8 appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10,
9 inclusive, and each of them, were residents of, doing business in, availed themselves of the
10 jurisdiction of, and/or injured Plaintiffs and a significant number of the Class Members in the State
11 of California.

12 11. Plaintiffs allege, on information and belief, that, at all relevant times, each
13 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
14 other employees described in the class definitions below, and exercised control over their wages,
15 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
16 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
17 controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest and/or
18 predecessor-in-interest of some or all of the other Defendants, and was engaged with some or all
19 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
20 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
21 below. Plaintiffs allege, on information and belief, that each Defendant acted pursuant to and
22 within the scope of the relationships alleged above, that each Defendant knew or should have
23 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
24 of all other Defendants. Defendants are thus jointly and severally liable to Plaintiffs and the Class
25 Members on the claims asserted in this action.

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ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

12. Plaintiffs worked for Defendants in California as non-exempt employees and were paid hourly. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs often worked more than eight hours per day and forty (40) hours in a workweek.

13. Plaintiffs bring this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment. Defendants also engaged in systematic and widespread altering of time records to hide Labor Code violations. As discussed below, Plaintiffs' experiences working for Defendants were typical and illustrative of the class and/or the group of Aggrieved Employees.

14. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Sacramento County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

15. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiffs and the Class and the Aggrieved Employees, and instead maintained a systematic, company-wide policy and practice of including, but not limited to, the following violations on a regular basis:

(a) Failing to pay employees for all hours worked, including minimum, straight time, and overtime wages. For example, Defendants:

1) required employees to perform work off-the-clock, without compensation, including, but not limited to, having to perform additional job duties after clocking out such as cutting lemons, limes,

and other produce; and/or

2) failed to pay for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or

3) required employees to continue working during unpaid meal and rest periods; and/or

4) auto-deducted thirty (30) minutes for missed meal breaks; and/or

5) failed to maintain accurate records of the hours worked.

(b) Failing to provide employees with timely and duty-free meal periods; for example, Defendants:

1) required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or

2) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; and/or

3) interrupted Plaintiffs' meal periods; and/or

4) denied employees permission to take a meal period; and/or

5) prohibited Plaintiffs from leaving the premises for meal periods; and/or

6) denied employees permission to take second meal period; and/or

7) failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.

(c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants:

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- 1) required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or
 - 2) failed to compensate employees for rest periods that were not authorized or permitted; and/or
 - 3) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods.
- (d) Failing to indemnify employees for work-related expenses, such as having to use their personal cell phones and vehicles for work, all without reimbursement.
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as rest/meal break premiums, and all wages for all hours worked, among other things.
- (f) Failing to timely pay employees their wages during employment;
- (g) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages.
- (h) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal and rest break penalties as required Lab. Code §§1174(d), 1198. Despite Plaintiffs regularly working through meal and rest periods and working off the clock and overtime, Plaintiffs time entries were adjusted by Defendants to reflect compliant meal periods and time was shaved off to avoid paying Plaintiffs.

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- (i) Failing to timely pay wages during employment in violation of §204 of Lab. Code.

16. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

17. As a result of these violations of Labor Code § 226(a), Plaintiffs and the Class and the Aggrieved Employees suffered injuries because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid all wages owed to them even though they had not been;
- (c) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (d) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (e) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,
- (f) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class and the Aggrieved Employees were entitled, and Plaintiffs and the Class and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

18. Thus, Plaintiffs and the Class and the Aggrieved Employees are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure section 382.

20. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

21. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

22. At all material times, Plaintiffs were members of the Class.

23. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

24. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims are typical of all Class Members' claims as demonstrated herein.

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- 1 (c) Adequacy: Plaintiffs is qualified to, and will, fairly, and adequately protect
2 the interests of each Class Member with whom there is a shared, well-
3 defined community of interest and typicality of claims, as demonstrated
4 herein. Plaintiffs has no conflicts with or interests antagonistic to any Class
5 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
6 rules governing class action discovery, certification, and settlement.
7 Plaintiffs have incurred, and throughout the duration of this action, will
8 continue to incur costs and attorneys' fees that have been, are, and will be
9 necessarily expended for the prosecution of this action for the substantial
10 benefit of each class member.
- 11 (d) Superiority: A Class action is superior to other available methods for the
12 fair and efficient adjudication of the controversy, including consideration of:
13 1) The interests of the members of the Class in individually controlling
14 the prosecution or defense of separate actions;
15 2) The extent and nature of any litigation concerning the controversy
16 already commenced by or against members of the Class;
17 3) The desirability or undesirability of concentrating the litigation of the
18 claims in the particular forum; and,
19 4) The difficulties likely to be encountered in the management of a class
20 action.
- 21 (e) Public Policy Considerations: The public policy of the State of California is
22 to resolve the Labor Code claims of many employees through a class action.
23 Indeed, current employees are often afraid to assert their rights out of fear of
24 direct or indirect retaliation. Former employees are also fearful of bringing
25 actions because they believe their former employers might damage their
26 future endeavors through negative references and/or other means. Class
27 actions provide the Class Members who are not named in the complaint with
28 a type of anonymity that allows for the vindication of their rights at the same

time as their privacy is protected.

25. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to indemnify Class Members for necessary business expenditures
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to timely pay Class Members all wages earned during employment;
- (g) Failed to timely pay Class Members their wages upon separation of employment; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

26. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

- 1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation
3 for the damages and injuries for which Defendants are responsible in an
4 amount sufficient to adequately compensate the members of the Class for
5 the injuries sustained;
- 6 (f) Without class certification, the prosecution of separate actions by individual
7 members of the class would create a risk of:
- 8 1) Inconsistent or varying adjudications with respect to individual
9 members of the Class which would establish incompatible standards
10 of conduct for Defendants; and/or,
- 11 2) Adjudications with respect to the individual members which would,
12 as a practical matter, be dispositive of the interests of other members
13 not parties to the adjudications, or would substantially impair or
14 impede their ability to protect their interests, including but not
15 limited to the potential for exhausting the funds available from those
16 parties who are, or may be, responsible Defendants; and,
- 17 (g) Defendants have acted or refused to act on grounds generally applicable to
18 the Class, thereby making final injunctive relief appropriate with respect to
19 the class as a whole.

20 27. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
21 the Class that would set forth the subject and nature of the instant action. Defendants' own business
22 records may be utilized for assistance in the preparation and issuance of the contemplated notices.
23 To the extent that any further notices may be required, Plaintiffs contemplate the use of additional
24 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
25 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class
26 and deemed necessary and/or appropriate by the Court.

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FIRST CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Minimum and
Straight Time Wages for All Hours Worked)**

28. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

29. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in the IWC Wage Orders as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

30. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiffs and the Class compensation for all hours they worked. For example, Plaintiffs were required to perform additional job duties after clocking out such as cutting lemons, limes, and other produce Defendants also required Plaintiffs to perform work during uncompensated meal periods and rest periods. Additionally, Defendants automatically deducted thirty (30) minutes a day from hours worked on days they had to work during meal breaks, took a meal break less than thirty (30) minutes, or skipped their meal break entirely. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

31. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

32. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

33. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

34. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

35. Pursuant to Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

36. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

37. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

38. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek.

39. At all times relevant to this Complaint, Plaintiffs and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half or double the regular rate of pay; requiring, permitting or suffering Plaintiffs to work through meal and rest breaks but not compensating them for this time and failing to include this time in their hours worked; illegally and inaccurately recording time in which Plaintiffs worked; and failing to properly maintain Plaintiffs' records.

41. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

42. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

43. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code and/or other statutes.

44. Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

45. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

46. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; IWC

1 Wage Orders; *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage
2 Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes
3 uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period.
4 (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish
5 control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute
6 break, and not impede or discourage an employee from taking a meal break. (*Id.* at p. 1040.) If
7 the employee is not relieved of all duty during a meal period, the meal period shall be considered
8 an “on duty” meal period and counted as time worked. (*Id.* at p. 1035.) “An employer may not
9 undermine a formal policy of providing meal breaks by pressuring employees to perform their
10 duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949,
11 962–963; see also *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof
12 of common scheduling policy that made taking breaks extremely difficult would show violation];
13 *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-
14 meal-break policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage
15 orders and governing statute do not countenance an employer's exerting coercion against the
16 taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected
17 breaks.” (*Id.* at p. 1040.)

18 47. If an employer fails to provide an employee a meal period in accordance with the
19 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay
20 for each workday that a legally required meal period was not timely provided or was not duty-
21 free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying
22 an employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services,*
23 *Inc.* (2022) 13 Cal.5th 93.)

24 48. Defendants regularly failed to provide Plaintiffs and the Class timely full thirty-
25 minute meal period for each five-hour period of work as required under the foregoing provisions
26 of the California Labor Code and IWC Wage Order. For example, Plaintiffs were almost always
27 deprived of their meal periods. In fact, Defendants engaged in the illegal practice of altering
28 timekeeping records by adjusting the time in the system, which did not reflect the accurate hours

1 worked and meal breaks taken and instead showed alleged meal periods that were actually never
2 taken. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as
3 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
4 these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code §
5 226.7 and the applicable Wage Orders.

6 49. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
7 additional wages for each workday they were not provided with all required meal period(s), plus
8 interest thereon.

9 **FOURTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

11 50. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
12 paragraphs.

13 51. California Labor Code §226.7 and the applicable Industrial Welfare Commission
14 Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest
15 breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails
16 to provide an employee a rest break in accordance with the applicable provisions of this order,
17 the employer shall pay the employee one hour of pay at the employee's regular rate of
18 compensation for each workday that the rest break is not provided as a rest break premium wage.
19 Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in
20 length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more
21 than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53
22 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and
23 relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM*
24 *Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees
25 to leave the premises during their rest periods.

26 52. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
27 Class to take rest breaks, regardless of whether employees worked more than four hours in a
28 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as

1 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
2 these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code §
3 226.7 and the applicable Wage Orders.

4 53. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
5 premium wages at their regular rate of pay for each workday they were not provided with all
6 required rest break(s), plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

9 54. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
10 paragraphs.

11 55. As set forth above, Plaintiffs and the Class were required to incur substantial
12 necessary expenditures and losses in direct consequence of the discharge of their duties or of
13 their obedience to directions of Defendants.

14 56. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiffs
15 and the Class for necessary expenditures and losses incurred in direct consequence of the discharge
16 of their duties or of their obedience to directions of Defendants, including, but not limited to, the
17 use of Plaintiffs' personal cell phones for work-related communications, and use of their personal
18 vehicles, all without reimbursement.

19 57. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
20 expenses they paid, or which were deducted by Defendants from their wages.

21 58. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs
22 of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

23 **SIXTH CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Provide and Maintain**
25 **Accurate and Compliant Wage Records)**

26 59. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
27 paragraphs.

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1 60. At all material times set forth herein, Labor Code § 226(a) provides that every
2 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
3 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by
4 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
6 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
7 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
8 and the last four digits of his or her social security number or an employee identification number
9 other than a social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee.

12 61. Defendants have intentionally and willfully failed to provide employees with
13 complete and accurate wage statements compliant with these Labor Code sections. For example,
14 Plaintiffs' paystubs do not list the accurate rest/meal break premiums, and all wages for all hours
15 worked, among other things.

16 62. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiffs and the
17 Class have suffered injury and damage to their statutorily protected rights.

18 63. Specifically, Plaintiffs and the members of the Class have been injured by
19 Defendants' intentional violations of California §§ 226(a) because they were denied both their legal
20 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
21 Labor Code § 226(a).

22 64. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
23 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
24 a result of having to bring this action to attempt to obtain correct wage information following
25 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
26 laws and regulations.

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65. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

66. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages During Employment)

67. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

68. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiffs and Class Members during their employment.

69. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

70. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

71. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

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72. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

73. Defendants' failure to pay Plaintiffs and Class Members all wages due violates Labor Code section 204. Plaintiffs and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages Upon Separation of Employment)

74. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

75. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

76. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other member will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

77. Defendants' failure to pay those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

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1 78. Labor Code § 203 provides that if an employer willfully fails to pay wages owed,
2 in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty
3 wage from the due date, and at the same rate until paid or until an action is commenced; but the
4 wages shall not continue for more than thirty (30) days.

5 79. The Class is entitled to recover from Defendants their additionally accruing wages
6 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
7 pursuant to Labor Code § 203.

8 80. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an
9 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

10 **NINTH CAUSE OF ACTION**

11 **(Against All Defendants for Violations of California**

12 **Business & Professions Code §§ 17200, et seq.)**

13 81. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
14 paragraphs.

15 82. Defendants, and each of them, are "persons" as defined under California Business
16 & Professions Code § 17201.

17 83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs
19 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
20 Procedure § 1021.5.

21 84. Defendants' activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business & Professions
23 Code §§ 17200, et seq.

24 85. A violation of California Business & Professions Code §§ 17200, et seq. may be
25 predicated on the violation of any state or federal law. All of the acts described above in the
26 foregoing causes of action are unlawful and in violation of public policy; and are immoral,
27 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
28 fraudulent business practices in violation of California Business & Professions Code §§ 17200, et

1 seq.

2 86. By and through their unfair, unlawful, and/or fraudulent business practices
3 described herein, the Defendants, have obtained valuable property, money and services from
4 Plaintiffs, and all persons similarly situated, and has deprived Plaintiffs, and all persons similarly
5 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

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7 87. Plaintiffs and the Class Members suffered monetary injury as a direct result of
8 Defendants' wrongful conduct.

9 88. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
10 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
11 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
12 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
13 the Class are not obligated to establish individual knowledge of the wrongful practices of
14 Defendants in order to recover restitution.

15 89. Plaintiffs, individually, and on behalf of members of the putative class, is further
16 entitled to, and does, seek a declaration that the above-described business practices are unfair,
17 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
18 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
19 in the future.

20 90. Plaintiffs, individually, and on behalf of members of the putative class, has no plain,
21 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
22 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
23 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
24 individually, and on behalf of members of the putative Class, has suffered and will continue to
25 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
26 engage in said unfair, unlawful and/or fraudulent business practices.

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1 91. Plaintiffs also allege that, if Defendants are not enjoined from the conduct set forth
2 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
3 withholdings.

4 92. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs and
5 putative Class Members are entitled to restitution of the wages withheld and retained by
6 Defendants during a period that commences four years prior to the filing of this complaint; a
7 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
8 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
9 other applicable laws; and an award of costs.

10 **TENTH CAUSE OF ACTION**

11 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
12 **2004, Cal. Lab. Code § 2698 et seq.)**

13 93. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as
14 though fully set forth herein.

15 94. At all times herein mentioned, Defendants were subject to the Labor Code of the
16 State of California and the applicable IWC Orders.

17 95. California Labor Code § 2699(a) specifically provides for a private right of action
18 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
19 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
21 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
22 civil action brought by an aggrieved employee on behalf of herself or himself and other current or
23 former employees pursuant to the procedures specified in Section 2699.3."

24 96. Plaintiffs Byrnes and Lastra gave written notice by online filing, on December 5,
25 2024, pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development
26 Agency and by certified mail to Defendant CDLake, LLC of the specific provisions of the Labor
27 Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved
28 Employees, or some of them, including the facts and theories to support the violations. Plaintiffs

also paid the filing fee. Plaintiffs' PAGA case number is LWDA-CM-1065315-24 (*Rachael Byrnes and Jeremy Lastra v. CDLake, LLC, dba Crawdads on the Lake, dba Crawdads on the River*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiffs commenced a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699. Similarly, Plaintiff Barfknecht gave written notice by online filing, on June 16, 2025, pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendant CLS1, LLC, of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations.

97. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

98. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to all of its causes of action;
2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight time wages to Plaintiffs and Class Members;

5. For general unpaid wages and such general and special damages as may be appropriate;

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6. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

7. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

8. For liquidated damages pursuant to California Labor Code section 1194.2; and

9. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiffs and Class Members;

11. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

14. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by

1 willfully failing to provide all meal periods to Plaintiffs and Class Members;

2 16. That the Court awards Plaintiffs and Class Members one (1) hour of pay at each
3 employee's regular rate of pay for each workday that a meal period was not provided;

4 17. For all actual, consequential, and incidental losses and damages, according to proof;

5 18. For premiums pursuant to California Labor Code section 226.7(c);

6 19. For pre-judgment interest on any unpaid meal period premiums from the date such
7 amounts were due, or as otherwise provided by law;

8 20. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
9 or as otherwise provided by law; and

10 21. For such other and further relief as the Court may deem equitable and appropriate.

11 **AS TO THE FOURTH CAUSE OF ACTION**

12 22. That That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing
14 to authorize and permit Plaintiffs and Class Members to take all rest periods;

15 23. That the Court award Plaintiffs and Class Members one (1) hour of pay at each
16 employee's regular rate of pay for each workday that a rest period was not authorized and
17 permitted;

18 24. For all actual, consequential, and incidental losses and damages, according to proof;

19 25. For premiums pursuant to California Labor Code section 226.7(c);

20 26. For pre-judgment interest on any unpaid rest period premiums from the date such
21 amounts were due, or as otherwise provided by law;

22 27. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
23 or as otherwise provided by law; and

24 28. For such other and further relief as the Court may deem equitable and appropriate.

25 **AS TO THE FIFTH CAUSE OF ACTION**

26 29. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
28 expenses and costs incurred by Plaintiffs and Class Members;

1 30. For unpaid business-related expenses and such general and special damages as may
2 be appropriate;

3 31. For pre-judgment interest on any unpaid business-related expenses from the date
4 such amounts were due, or as otherwise provided by law;

5 32. For all actual, consequential, and incidental losses and damages, according to proof;

6 33. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or
7 as otherwise provided by law; and

8 34. For such other and further relief as the Court may deem equitable and appropriate.

9 **AS TO THE SIXTH CAUSE OF ACTION**

10 35. That the Court declare, adjudge and decree that Defendants violated the record
11 keeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order
12 as to Plaintiffs and Class Members, and willfully failed to provide accurate itemized wage
13 statements thereto;

14 36. For all actual, consequential, and incidental losses and damages, according to proof;

15 37. For injunctive relief pursuant to California Labor Code section 226(h);

16 38. For statutory penalties pursuant to California Labor Code section 226(e);

17 39. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
18 and

19 40. For such other and further relief as the Court may deem equitable and appropriate.

20 **AS TO THE SEVENTH CAUSE OF ACTION**

21 41. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 204 by willfully failing to timely pay Plaintiffs and Class Members overtime
23 wages, minimum wages, meal and rest period premium wages during their employment;

24 42. For all actual, consequential and incidental losses and damages, according to proof;

25 43. For statutory penalties according to proof pursuant to California Labor Code section
26 210;

27 44. For pre-judgment interest on any unpaid wages from the date such amounts were
28 due, or as otherwise provided by law;

45. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

46. For such other and further relief as the Court may deem equitable and appropriate

AS TO THE EIGHTH CAUSE OF ACTION

47. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to timely pay Plaintiffs and other Class Members upon separation of employment their final wages, which include unpaid overtime wages, minimum wages, and meal and rest period premium wages;

48. For all actual, consequential and incidental losses and damages, according to proof;

49. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

50. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

51. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

52. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE NINTH CAUSE OF ACTION

53. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class Members all overtime wages due to them, failing to provide Plaintiffs and Class Members all minimum wages due to them, failing to provide Plaintiffs and Class Members all meal periods, failing to authorize and permit Plaintiffs and Class Members to take all rest periods, failing to pay all meal and rest break premium wages owed to Plaintiffs and Class Members, failing to provide Plaintiffs and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and Class Members, failing to timely pay Plaintiffs and Class Members all earned wages during employment and upon separation of employment, and failing to reimburse Plaintiffs and Class Members for business-related expenses, constitute unlawful business practices in violation of California Business and Professions Code sections 17200, et seq.;

54. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.; and

56. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.

AS TO THE TENTH CAUSE OF ACTION

57. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (including minimum, straight time, and overtime wages), failing to provide Employee with legally compliant meal periods, failing to authorize and permit Employee to take rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to reimburse for business expenses, failing to furnish accurate wage statements, and failing to timely pay final pay.

58. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

59. Pre-judgment and post-judgment interest at the maximum rate allowed;

60. Attorneys' fees and costs reasonably incurred;

61. Injunctive and declaratory relief to the extent allowed by PAGA; and,

62. Such other and further relief that the Court deems proper.

AS TO ALL CAUSES OF ACTION

63. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due or as provided by law;

64. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

65. For a trial by jury as to all causes of action triable by jury; and

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66. For such other and further relief as the Court may deem equitable and appropriate.

Dated: January 23, 2026

Respectfully submitted,

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Kareen Shatikian, Esq.

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: January 23, 2026

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Kareen Shatikian, Esq.

Attorneys for Plaintiffs