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

GASPAR ZARAGOZA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WLY ENTERPRISE INC., a California
corporation; NEW STAR F INC., a California
corporation; ZYJ CORP., a California
corporation; YZRJ CORP., a California
corporation; THE BOWL RESTAURANT, INC.,
a California corporation; JIANG & YAN
CORPORATION, a California corporation;
NORTHERN CAFÉ RESTAURANT, INC., a
California corporation; NORTHERN CAFÉ
IRVINE, INC., a California corporation;
NORTHERN CAFÉ DUMPLING HOUSE &
BAR, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV28150

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

[Amended As of Right Pursuant to Labor
Code Section 2699.3(2)(C)]

1. Failure to Pay Minimum and Regular Rate Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
8. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT.....	1
THE PARTIES	3
A. Plaintiff.....	3
B. Defendants.....	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	7
CLASS ACTION ALLEGATIONS	10
FIRST CAUSE OF ACTION.....	14
SECOND CAUSE OF ACTION.....	166
THIRD CAUSE OF ACTION	177
FOURTH CAUSE OF ACTION.....	188
FIFTH CAUSE OF ACTION.....	188
SIXTH CAUSE OF ACTION.....	20
SEVENTH CAUSE OF ACTION.....	21
EIGHTH CAUSE OF ACTION.....	24
PRAYER FOR RELIEF.....	266
DEMAND FOR JURY TRIAL	30

1 Plaintiff Gaspar Zaragoza (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants (1) WLY Enterprise Inc.; (2) New
6 Star F Inc.; (3) ZYJ Corp.; (4) YZRJ Corp.; (5) The Bowl Restaurant, Inc.; (6) Jiang & Yan
7 Corporation; (7) Northern Café Restaurant, Inc.; (8) Northern Café Irvine, Inc.; (9) Northern
8 Café Dumpling House & Bar, LLC; and Does 1 through 10 (collectively referred to as
9 “Defendants”) for California Labor Code violations and unfair business practices stemming from
10 Defendants’ failure to pay minimum and regular rate wages, failure to pay overtime wages,
11 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
12 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
13 employees, and failure to furnish accurate wage statements.

14 2. Plaintiff brings the First through Seventh Causes of Action individually and as a class
15 action on behalf of herself and certain current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
17 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
18 California and classified as a non-exempt employee during the statute of limitations period
19 applicable to the claims pleaded here.

20 3. Plaintiff brings the Eight Cause of Action as a representative action under the
21 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
22 Plaintiff, the State of California, and past and present employees of Defendants (hereinafter
23 referred to as the “Aggrieved Employees”) who also satisfy the definition of Class Member.

24 4. Defendants own/owned and operate/operated an industry, business, and establishment
25 within the State of California, including Los Angeles County. As such, and based upon all the
26 facts and circumstances incident to Defendants’ business in California, Defendants are subject to
27 the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
28 and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants maintained a
2 systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, overtime wages, in compliance with the California Labor Code and
5 IWC Wage Orders;
- 6 (b) Failing to maintain accurate records of the hours employees worked;
- 7 (c) Failing to provide employees with timely and duty-free meal periods in
8 compliance with the California Labor Code and IWC Wage Orders, failing
9 to maintain accurate records of all meal periods taken or missed, and
10 failing to pay an additional hour's pay for each workday a meal period
11 violation occurred;
- 12 (d) Failing to authorize and permit employees to take timely and duty-free rest
13 periods in compliance with the California Labor Code and IWC Wage
14 Orders, and failing to pay an additional hour's pay for each workday a rest
15 period violation occurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to provide employees with accurate, itemized wage statements
21 containing all the information required by the California Labor Code and
22 IWC Wage Orders.

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

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

1 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
2 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
3 “respondeat superior”.

4 **THE PARTIES**

5 **A. Plaintiff**

6 8. Plaintiff is a California resident who worked for Defendants in Los Angeles County,
7 California as a food preparer from approximately October 2016 to August 29, 2019.

8 9. Plaintiff reserves the right to seek leave to amend this first amended complaint to add
9 new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
10 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

11 **B. Defendants**

12 10. Plaintiff is informed and believes, and based upon that information and belief alleges,
13 that Defendants (1) WLY Enterprise Inc.; (2) New Star F Inc.; (3) ZYJ Corp.; (4) YZRJ Corp.;
14 (5) The Bowl Restaurant, Inc.; (6) Jiang & Yan Corporation; (7) Northern Café Restaurant, Inc.;
15 (8) Northern Café Irvine, Inc. are, and at all times herein mentioned, were:

- 16 (a) California corporations with their corporate headquarters and principal
17 place of business in Los Angeles, California.
- 18 (b) Business entities conducting business in numerous counties throughout the
19 State of California, including in Los Angeles County;
- 20 (c) The former employer of Plaintiff, and the current and/or former employer
21 of the putative Class. These defendants suffered and permitted Plaintiff
22 and the Class to work, and/or controlled their wages, hours, or working
23 conditions; and
- 24 (d) At all times herein mentioned are and were doing business as Northern
25 Café, a Chinese restaurant.

26 11. Plaintiff is informed and believes, and based upon that information and belief
27 alleges, that Defendant Northern Café Dumpling House & Bar, LLC is:

- 28 (a) A California limited liability company with its principal place of business

1 in Los Angeles, California.

2 (b) A business entity conducting business in numerous counties throughout the
3 State of California, including in Los Angeles County;

4 (c) The former employer of Plaintiff, and the current and/or former employer
5 of the putative Class. Northern Café Dumpling House & Bar, LLC suffered
6 and permitted Plaintiff and the Class to work, and/or controlled their
7 wages, hours, or working conditions; and

8 (d) At all times herein mentioned is and was doing business as Northern Café,
9 a Chinese restaurant.

10 12. Plaintiff is informed and believes, and thereon alleges that there exists, and at all
11 times herein mentioned there existed, Defendants, and each of them, were at all relevant times
12 the joint employer of Plaintiff and the Class, were alter egos of each other, and/or were operating
13 as an integrated enterprise with each other because, among other things:

14 (a) Defendants advertise as having multiple locations in California and other
15 states, including those locations operated by each Defendant;

16 (b) Combined, each named Defendants own the “Northern Cafe” trademark
17 or trade name which features prominently at each location owned and
18 operated by Defendants in California. But, on information and belief, no
19 entity operating a “Northern Cafe” location (including Defendants) has
20 ever paid any royalties to any individual or entity for using the “Northern
21 Cafe” trademark or trade name.

22 (c) As a condition of employment for working anywhere in California,
23 Defendants require their employees to sign documents regarding the terms
24 and conditions of their employment. All of these documents are the same
25 for each and every California location. All of these documents also bear
26 the “Northern Café” trademark or trade name. Further, on information and
27 belief, these documents were authored by human resources personnel
28 employed by each of these entities.

- (d) Payroll and personnel matters related to Defendants' California locations are handled by a single human resources department
- (e) There is a seamless flow of employees between each Defendant. Employees are able to transfer between locations without being retrained because Defendants' policies and procedures are the same for each location.
- (f) Defendants routinely comingle assets in order to pay for expenses, including paying wages to employees.
- (g) All Defendants share the same corporate address located in Los Angeles County, California.
- (h) All Defendants share the same CEO/President, members and/or shareholders.
- (i) Defendants used the assets of the other corporate entities for their own use, caused assets of the other corporations to be transferred freely between the corporate entities without adequate consideration, and withdrew funds from one corporate entity to be transferred to another corporate entity without adequate consideration;
- (j) Defendants are, and at all times herein mentioned were, mere shells, instrumentalities, and conduits of one another through which each Defendant carried on their business, exercising complete control and dominance of such business to such an extent that any individuality or separateness of each individual Defendant does not, and at all times herein mentioned did not, exist;
- (k) Defendants are and at all times herein mentioned were, controlled, dominated, and operated by a single owner or owners, as his or their individual business and alter ego;

- (l) Defendants share the same corporate address and share the same corporate officers and directors. Further, Defendants share the same employees, in that employees were transferred between Defendants' locations;
- (m) Defendants failed to comply with corporate formalities, including but not limited to (1) the nonexistence of bylaws; (2) the failure to conduct corporate meetings of the board of directors; (3) the failure to take or maintain corporate minutes of any corporate proceedings; (4) the failure to create any corporate resolutions or voting; (5) the entering and carrying out of unapproved, undocumented transactions without adequate consideration between and among Defendants; and (6) Defendants have at all times herein failed to have any assets;
- (n) Defendants were conceived, intended, and used as a device to avoid liability;
- (o) Defendants are, and at all times herein mentioned were, so inadequately capitalized that, compared with the business to be done by Defendants and the risk of loss, its capitalization was trifling.

13. Plaintiff is informed and believes and thereon alleges that adherence to the fiction of the separate existence of Defendants as distinct from one another would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

14. The Defendants, and each of them, were at all relevant times the joint employer of Plaintiff and the Class, were alter egos of each other, and/or were operating as an integrated enterprise with each other because, among other things:

15. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this first amended complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

1 16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
2 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
3 and/or injured a significant number of the Plaintiff and the Class in the State of California.

4 17. Plaintiff is informed and believes and thereon alleges that at all relevant times
5 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
6 the other employees described in the class definitions below, and exercised control over their
7 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
8 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
9 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
10 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
11 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
12 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
13 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
14 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
15 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
16 abetted the conduct of all other Defendants.

17 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

18 18. Plaintiff Gaspar Zaragoza worked for Defendants in Los Angeles County,
19 California as a food preparer from approximately October 2016 to August 29, 2019. At all times
20 Defendants classified Plaintiff as non-exempt from California's overtime requirements. During
21 the statutory time period, Plaintiff was typically scheduled to work 5 days in a workweek, and
22 typically in excess of 8 hours in a single workday.

23 19. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
24 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
25 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
26 periods, failed to maintain accurate records of the hours Plaintiff worked, failed to timely pay all
27 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
28

1 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
2 Defendants was typical and illustrative.

3 20. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Defendants
5 regularly use a system of time rounding in a manner that resulted, over a period of time, in failing
6 to compensate Plaintiff and the Class properly for all the time they have actually worked, even
7 though the realities of Defendants' operations are such that it is possible, practical, and feasible
8 to count and pay for work time to the minute. As a result, Defendants frequently paid Plaintiff
9 and the Class less than all their work time, some of which should have been paid at the overtime
10 rate. As a further result, Defendants failed to maintain accurate records of the hours Plaintiff and
11 the Class worked.

12 21. Throughout the statutory period, Defendants have wrongfully failed to provide
13 Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not
14 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
15 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
16 of work, or without compensating Plaintiff and the Class for meal periods that were not provided
17 by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform
18 Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or,
19 for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also did not
20 have adequate policies or practices to document and verify whether Plaintiff and the Class were
21 taking their required meal periods. Accordingly, Defendants' policy and practice was to not
22 provide meal periods to Plaintiff and the Class in compliance with California law.

23 22. Throughout the statutory period, Defendants have wrongfully failed to authorize
24 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
25 regularly, but not always, required Plaintiff and the Class to work in excess of four consecutive
26 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous
27 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
28 without compensating Plaintiff and the Class for rest periods that were not authorized or

1 permitted. Further, Plaintiff and the Class were not authorized to take a third rest period in those
2 instances where they worked in excess of 10 hours per workday. Accordingly, Defendants'
3 policy and practice was to not authorize and permit Plaintiff and the Class to take rest periods in
4 compliance with California law.

5 23. Throughout the statutory period, Defendants willfully failed and refused to timely
6 pay Plaintiff and the Class at the conclusion of their employment all wages, including overtime
7 wages, meal period premium wages, and rest period premium wages.

8 24. Throughout the statutory period, Defendants failed to provide adequate and suitable
9 seating to its employees, despite the fact that seating was possible for its employees throughout
10 the workday.

11 25. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
12 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
13 and net wages earned (including correct hours worked, correct wages earned for hours worked,
14 correct overtime hours worked, correct wages for meal periods that were not provided in
15 accordance with California law, and correct wages for rest periods that were not authorized and
16 permitted to take in accordance with California law). As a result of these violations of California
17 Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum wages, overtime wages, meal period premium wages, and rest
20 period premium wages to which they were entitled, even though they were
21 entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 overtime, meal period premium, and rest period premium wages to which
24 they were entitled, even though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid
26 minimum, overtime, meal period premium, and rest period premium wages
27 at the correct California rate even though they were;
- 28

- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to
12 lose entitlement and/or accrual of the full amount of Social Security,
13 disability, unemployment, and other governmental benefits;
- 14 (h) the wage statements inaccurately understated the wages, hours, and wage
15 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
16 Class were paid less than the wages and wage rates to which they were
17 entitled.

18 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
19 226(e).

20 **CLASS ACTION ALLEGATIONS**

21 26. Plaintiff brings certain claims individually, as well as on behalf of each and all
22 other persons similarly situated, and thus, seeks class certification under California Code of Civil
23 Procedure § 382.

24 27. All claims alleged herein arise under California law for which Plaintiff seeks relief
25 authorized by California law.

26 28. The proposed Class consists of and is defined as:

27 All persons who worked for any Defendants in California as an hourly-paid,
28 non-exempt employee at any time during the period beginning four years before

1 the filing of the initial complaint in this action and ending when notice to the
2 Class is sent.

29. At all material times, Plaintiff was a member of the Class.

30. Plaintiff undertakes this concerted activity to improve the wages and working
4 conditions of all Class Members.

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

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

13 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
14 the interests of each Class Member with whom there is a shared, well-
15 defined community of interest, and Plaintiff's claims (or defenses, if any)
16 are typical of all Class Members' claims as demonstrated herein.

17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
18 the interests of each Class Member with whom there is a shared, well-
19 defined community of interest and typicality of claims, as demonstrated
20 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
21 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
22 the rules governing class action discovery, certification, and settlement.
23 Plaintiff has incurred, and throughout the duration of this action, will
24 continue to incur costs and attorneys' fees that have been, are, and will be
25 necessarily expended for the prosecution of this action for the substantial
26 benefit of each class member.

27 (d) Superiority: A Class Action is superior to other available methods for the
28

1 fair and efficient adjudication of the controversy, including consideration
2 of:

- 3 1) The interests of the members of the Class in individually
4 controlling the prosecution or defense of separate actions;
- 5 2) The extent and nature of any litigation concerning the controversy
6 already commenced by or against members of the Class;
- 7 3) The desirability or undesirability of concentrating the litigation of
8 the claims in the particular forum; and
- 9 4) The difficulties likely to be encountered in the management of a
10 class action.

11 (e) Public Policy Considerations: The public policy of the State of California
12 is to resolve the California Labor Code claims of many employees through
13 a class action. Indeed, current employees are often afraid to assert their
14 rights out of fear of direct or indirect retaliation. Former employees are
15 also fearful of bringing actions because they believe their former
16 employers might damage their future endeavors through negative
17 references and/or other means. Class actions provide the class members
18 who are not named in the complaint with a type of anonymity that allows
19 for the vindication of their rights at the same time as their privacy is
20 protected.

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

- 24 (a) Failed to pay Class Members for all hours worked, including minimum
25 wages, and overtime wages;
- 26 (b) Failed to provide meal periods and pay meal period premium wages to
27 Class Members;
- 28 (c) Failed to authorize and permit rest periods and pay rest period premium

wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to provide Class Members with accurate wages statements;

(f) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed; and

(g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. 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) Plaintiff, 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;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards

of conduct for Defendants; and/or

- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

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

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

35. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this First Amended Complaint.

36. "Hours worked" is 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.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the

provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

38. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

40. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

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

42. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

43. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

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

(Against all Defendants for Failure to Pay Overtime Wages)

52. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well

1 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
2 California Labor Code and/or other statutes.

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

8 **THIRD CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide Meal Periods)**

10 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 24 in this First Amended Complaint.

12 55. Under California law, Defendants have an affirmative obligation to relieve the
13 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
14 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
15 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
16 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
17 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
18 violation of Section 226.7 of the California Labor Code for an employer to require any employee
19 to work during any meal period mandated under any Wage Order.

20 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
21 and the Class with both meal periods as required by California law. By their failure to permit
22 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
23 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
24 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
25 the applicable Wage Orders.

26 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
27 additional wages for each workday he or she was not provided with all required meal period(s),
28 plus interest thereon.

1 **FOURTH CAUSE OF ACTION**

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

3 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 24 in this First Amended Complaint.

5 59. Defendants are required by California law to authorize and permit breaks of 10
6 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
7 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
8 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
9 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
10 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
11 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
12 the California Labor Code for an employer to require any employee to work during any rest
13 period mandated under any Wage Order.

14 60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
15 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
16 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
17 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
18 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
19 the California Labor Code and the applicable Wage Orders.

20 61. Under California law, Plaintiff and the Class are entitled to be paid one hour of
21 premium wages rate for each workday he or she was not provided with all required rest break(s),
22 plus interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
25 **Penalties)**

26 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 24 in this First Amended Complaint.
28

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

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

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

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

21 67. Plaintiff and the Class are entitled to recover from Defendants their additionally
22 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
23 maximum pursuant to California Labor Code § 203.

24 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
25 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
26 incurred in this action.

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
3 **Compliant Wage Records)**

4 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 24 in this First Amended Complaint.

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

17 71. Defendants have intentionally and willfully failed to provide employees with
18 complete and accurate wage statements. The deficiencies include, among other things, the
19 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
20 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

21 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
22 and the Class have suffered injury and damage to their statutorily-protected rights.

23 73. Specifically, Plaintiff and the members of the Class have been injured by
24 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
25 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
26 statements under California Labor Code § 226(a).

27 74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
28 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as

1 a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
3 laws and regulations.

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

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

10 **SEVENTH CAUSE OF ACTION**

11 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
12 **et seq.)**

13 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein
14 paragraphs 1 through 24 in this First Amended Complaint.

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

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

21 80. 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 81. 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 herein as
26 violations of, among other things, the California Labor Code, are unlawful and in violation of
27 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
28

1 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
2 California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Pay Minimum Wages**

4 82. Defendants' failure to pay minimum wages, and other benefits in violation of the
5 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
6 Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Overtime Wages**

8 83. Defendants' failure to pay overtime compensation and other benefits in violation of
9 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
10 prohibited by California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Maintain Accurate Records of All Hours Worked**

12 84. Defendants' failure to maintain accurate records of all hours worked in accordance
13 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
14 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 85. Defendants' failure to provide meal periods in accordance with California Labor Code
17 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Maintain Accurate Records of Meal Periods**

20 86. Defendants' failure to maintain accurate records of employee meal periods in
21 accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,
22 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code
23 §§ 17200, *et seq.*

24 **Failure to Authorize and Permit Rest Periods**

25 87. Defendants' failure to authorize and permit rest periods in accordance with California
26 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
27 unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

28 **Failure to Provide Accurate Itemized Wage Statements**

1 88. Defendants' failure to provide accurate itemized wage statements in accordance
2 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
3 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

8 90. Plaintiff and the Class Members suffered monetary injury as a direct result of
9 Defendants' wrongful conduct.

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

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

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

94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

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

EIGHT CAUSE OF ACTION

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

96. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this First Amended Complaint.

97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

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

99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On July 19, 2020, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. More than 65 days has

1 elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not
2 indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.
3 Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699,
4 pursuant to section 2699.3, for the violations of the Labor Code described in this First Amended
5 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
6 §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

7 100. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
8 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
9 employing labor who willfully fails to maintain accurate and complete records required by
10 California Labor Code § 1174 is subject to a penalty under section 1174.5. Pursuant to the
11 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
12 employee begins and ends each work period. Meal periods, and total hours worked daily shall also
13 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
14 keep total hours worked in the payroll period and applicable rates of pay.

15 101. During the time period of employment for Plaintiff and the Aggrieved Employees,
16 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
17 maintain accurate records showing meal periods, and accurate records showing when employees
18 begin and end each work period. Defendants' failure to provide and maintain records required by
19 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
20 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
21 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
22 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
23 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
24 Employees have suffered and continue to suffer, substantial losses related to the use and
25 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
26 to compel Defendants to fully perform its obligation under state law, all to their respective damage
27 in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
28 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also

1 suffered an injury in that they were prevented from knowing, understanding, and disputing the
2 wage payments paid to them.

3 102. Based on the conduct described in this First Amended Complaint, Plaintiff is
4 entitled to an award of civil penalties on behalf of herself, the State of California, and similarly
5 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an
6 amount to be shown according to proof at trial. These penalties are in addition to all other
7 remedies permitted by law.

8 103. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
9 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any
10 action shall be entitled to an award of reasonable attorney's fees and costs."

11 **PRAYER FOR RELIEF**

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

15 **Class Certification**

- 16 1. That this action be certified as a class action with respect to the First, Second,
17 Third, Fourth, Fifth, Sixth, and Eighth Causes of Action;
18 2. That Plaintiff be appointed as the representative of the Class; and
19 3. That counsel for Plaintiff be appointed as Class Counsel.

20 **As to the First Cause of Action**

- 21 4. That the Court declare, adjudge and decree that Defendants violated California Labor
22 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum
23 wages due;
24 5. For general unpaid wages as may be appropriate;
25 6. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;
27 7. For liquidated damages;
28 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

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

3 As to the Second Cause of Action

4 10. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
6 wages due;

7 11. For general unpaid wages at overtime wage rates as may be appropriate;

8 12. For pre-judgment interest on any unpaid overtime compensation commencing from
9 the date such amounts were due;

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

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

13 As to the Third Cause of Action

14 15. That the Court declare, adjudge and decree that Defendants violated California Labor
15 Code §§ 226.7 and 512, and the IWC Wage Orders;

16 16. For unpaid meal period premium wages as may be appropriate;

17 17. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due;

19 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
20 for costs of suit incurred herein; and

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

22 As to the Fourth Cause of Action

23 20. That the Court declare, adjudge and decree that Defendants violated California Labor
24 Code §§ 226.7 and 512, and the IWC Wage Orders;

25 21. For unpaid rest period premium wages as may be appropriate;

26 22. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

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

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For statutory penalties and actual damages pursuant to California Labor Code § 226(e);

32. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain

1 accurate records of all hours worked and meal periods, and failing to furnish accurate wage
2 statements;

3 36. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
4 interest from the day such amounts were due and payable;

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

8 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
9 Code of Civil Procedure § 1021.5;

10 39. For injunctive relief to ensure compliance with this section, pursuant to California
11 Business & Professions Code §§ 17200, *et seq.*; and,

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

13 As to the Eight Cause of Action

14 41. That the Court declare, adjudge and decree that Defendants violated the California
15 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
16 overtime wages), failing to provide meal periods, failing to maintain accurate records of meal
17 periods, failing to authorize and permit rest periods, failing to maintain accurate records of all
18 hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay
19 final wages at termination, and failing to furnish accurate wage statements;

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

21 43. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all other
22 applicable Labor Code provisions;

23 44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
24 Labor Code § 2699;

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

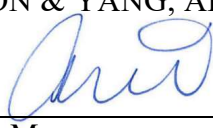
26 As to all Causes of Action

27 46. For any additional relief that the Court deems just and proper.
28

1
2 Dated: November 20, 2020

Respectfully submitted,

3 MOON & YANG, APC

4
5 By: 

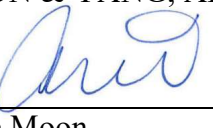
Kane Moon
H. Scott Leviant
Ani Martirosian
Attorneys for Plaintiff

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff demands a trial by jury as to all causes of action triable by jury.

11 Dated: November 20, 2020

MOON & YANG, APC

12
13 By: 

Kane Moon
H. Scott Leviant
Ani Martirosian
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 1055 West Seventh Street,
Suite 1880, Los Angeles, California 90017. On November 20, 2020, I served the foregoing
document described as:

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

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
9 addressed as follows:

10 Steven R. Napoles
11 **THE NAPOLES LAW FIRM**
12 74 Discovery
13 Irvine, CA 92618
14 p: 949.655.0110
f: 949.423.0143
Email: steven@napoleslaw.com

15 *Attorney for Defendants*

16 [X] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
17 accept electronic service, I caused the documents to be sent to the persons at the
18 electronic service addresses listed above via third-party cloud service
CASEANYWHERE. I did not receive an error message.

19
20 X (State) I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

21 Executed on November 20, 2020, at Los Angeles, California.

22
23 Jackeline Hernandez
24 Name

25
26
27
28 
Signature