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Attorneys for Plaintiff FARZAD AZIMA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FARZAD AZIMA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BIG HIT ENTERTAINMENT CO., LTD., a
corporation; FREENJOY, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV43656

Jude: Hon. Maren Nelson, Dept. 17

SECOND AMENDED COMPLAINT

- (1) Failure to Provide Meal Breaks
- (2) Failure to Provide Rest Breaks
- (3) Failure to Pay Overtime Wages
- (4) Waiting Time Penalties
- (5) Failure to Provide Itemized Wage Statements
- (6) Violation of the Private Attorneys General Act of 2014
- (7) Unlawful and Unfair Business Practices

Complaint Filed: November 16, 2020

Plaintiff Farzad Azima ("Plaintiff"), individually and on behalf of all others similarly situated, hereby alleges as follows:

INTRODUCTION

1. Plaintiff submits this class action on behalf of all other similarly situated current and former non-exempt employees of Freenjoy, Inc. ("Freenjoy"), Big Hit Entertainment Co.,

FILED
Superior Court of California
County of Los Angeles

12/08/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Tamayo Deputy

1 LTD. (“Big Hit Entertainment”), and DOES 1 through 50, inclusive (each a “Defendant,” and
2 collectively, “Defendants”).

3 2. Plaintiff also brings this representative action pursuant to Labor Code § 2699 *et*
4 *seq.* seeking penalties for Defendants’ violation of the California Labor Code as alleged herein.

5 3. Plaintiff alleges that Defendants failed to pay all his wages based on a fixed daily
6 salary. Plaintiff seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable
7 restitutionary and injunctive relief.

8 **JURISDICTION AND VENUE**

9 4. The Superior Court of the State of California has jurisdiction in this matter
10 because Plaintiff is a resident in the State of California and Defendants are qualified to do
11 business in and regularly conduct business in California. Further, no federal question is at issue
12 because the claims are based solely on California law.

13 5. Venue is proper in this judicial district and the County of Los Angeles, California,
14 because Plaintiff, and other persons similarly situated, performed work for Defendants in the
15 County of Los Angeles, Defendants maintain offices and facilities and transact business in the
16 County of Los Angeles, and Defendants’ illegal policies and practices that are the subject of this
17 action were applied, at least in part, to Plaintiff and other persons similarly situated in the County
18 of Los Angeles.

19 **THE PARTIES**

20 6. Plaintiff is an individual residing in the State of California. Plaintiff worked for
21 Defendants as a non-exempt employee during the statutory period.

22 7. On information and belief, Freenjoy is now, and at all times mentioned in this
23 complaint, was, a corporation organized and existing under the laws of the State of California
24 and qualified to do business in California.

25 8. On information and belief, Big Hit Entertainment is now, and at all times
26 mentioned in this complaint, was, a foreign corporation organized and existing under the laws
27 of the State of Oregon and is not qualified to do business in California.

28 9. On information and belief, Arts and Sciences is now, and at all times mentioned

1 in this complaint, was, a partnership existing under the laws of the State of California and
2 qualified to do business in California.

3 10. Plaintiff does not know the true names or capacities, whether individual, partner,
4 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
5 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
6 complaint when the true names and capacities are known. Plaintiff is informed and believes and
7 thereon alleges that each of Defendants designated as a DOE was responsible in some way for
8 the matters alleged herein and proximately caused Plaintiff and members of the general public
9 and the Class to be subject to the illegal employment practices, wrongs, and injuries complained
10 of herein.

11 11. Plaintiff is informed and believes and based thereon alleges that at all times
12 material to this complaint, Defendants were the joint employers of Plaintiff and the putative class
13 members. Defendants directly or indirectly, itself or through its agents, employed or exercised
14 control over the wages, hours, and/or working conditions of the Plaintiff and the putative class
15 members and/or had the right to control the manner or means of accomplishing the result desired.
16 Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated
17 herein from occurring, despite their knowledge of the same.

18 12. Plaintiff is informed and believes and based thereon alleges that at all times
19 material to this complaint, Defendants were the alter egos, divisions, affiliates, integrated
20 enterprises, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
21 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant
22 was completely dominated by his, her, or its co-Defendant, and each was the alter ego of the
23 other.

24 13. Plaintiff is informed and believes and based thereon alleges that each and every
25 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
26 Defendants, each acting as agents and/or employees, and/or under the direction and control of,
27 each of the other Defendants, and that said acts and failures to act were within the course and
28 scope of said agency, employment, and/or direction and control.

1 14. At all relevant times herein, Plaintiff and the putative class members were
2 employed by Defendants under employment agreements that were partly written, partly oral,
3 and/or partly implied. In perpetrating the acts and omissions alleged herein, Defendants, and
4 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
5 Plaintiff and the putative class members all wages earned and due, though methods and schemes
6 that include, but are not limited to, failing to pay overtime premiums, failing to provide meal and
7 rest breaks and/or compensation therefor, failing to properly maintain records, failing to provide
8 accurate itemized statements for each pay period, and requiring, suffering, or permitting
9 employees to work off the clock, in violation of California Labor Code and the applicable
10 Industrial Welfare Commission (“IWC”) Wage Order.

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

12 15. On information and belief, Bit Hit Entertainment and Feenjoy produced a music
13 video featuring BTS entitled “On.”

14 16. On February 3, 2020 and February 6, 2020, Defendants employed Plaintiff as a
15 background talent to appear in the music video in exchange for a guaranteed daily salary in the
16 amount of \$225, plus non-discretionary bonuses of a \$20 “smoke bump” per day and a one-time
17 \$75 “stunt bump.”

18 17. Plaintiff worked at least 10 (then) hours on February 3, 2020 and at least fourteen
19 (14) hours on February 6, 2020. Plaintiff did not receive his meal or rest breaks under California
20 law on either day.

21 18. On or about February 21, 2020, Defendants sent Plaintiff his paycheck for the
22 gross amount of \$804.87 with incorrect information concerning the relevant pay period, rate of
23 pay, and the total hours worked. Defendants also compensated Plaintiff incorrectly for his
24 overtime and failed to pay all of his meal and rest break premiums. As a result of Defendants’
25 violations of California law, Plaintiff was denied his fundamental employment rights, including
26 but not limited to, the right to overtime wages, the right to prompt payment of full wages upon
27 termination of employment, the right to lawful meal and rest breaks (or compensation therefore),
28 and the right to accurate, itemized wage statements.

1 **CLASS ACTION ALLEGATIONS**

2 19. Plaintiff seeks to represent the following classes:

- 3 a. **Music Video “On” Class:** All of Defendants’ current and former non-
4 exempt employees in California within four years from the filing of this
5 lawsuit (with applicable tolling period(s)) through the final disposition of
6 this action (the “Class Period”) who worked on the “On” music video and
7 were compensated by Defendants at a guaranteed fixed salary.
8 b. **Freenjoy Class:** All of Freenjoy’s current and former non-exempt
9 employees in California during the Class Period who were compensated
10 by Freenjoy at a guaranteed fixed salary.

11 20. In addition to the Music Video “On” Class and the Freenjoy Class, Plaintiff seeks
12 to pursue claims on behalf of the following subclasses:

- 13 a. **Meal Period Subclass:** all current and former non-exempt employees
14 who worked (i) at least one shift in excess of five (5) hours, and/or (ii) at
15 least one shift in excess of ten (10) hours, at any time during the Class
16 Period or, in the case of Extra Players under Wage Order No. 12-2001, all
17 current and former non-exempt employees who worked (i) at least one
18 shift in excess of six (6) hours, and/or (ii) at least one shift in excess of
19 twelve (12) hours, at any time during the Class Period;
20 b. **Rest Break Subclass:** all current and former non-exempt employees who
21 worked one or more shifts of three and one-half (3.5) hours or more at any
22 time during the Class Period or, in the case of Extra Players under Wage
23 Order No. 12-2001, all current and former non-exempt employees who
24 worked one or more shifts of four (4) hours or more at any time during
25 the Class Period;
26 c. **Overtime Subclass:** all current and former non-exempt employees who
27 worked one or more shifts in excess of eight (8) hours in a day and/or
28 forty (40) hours per week at any time during the Class Period;

d. **Waiting Time Penalty Subclass**: all former non-exempt employees who separated from their employment with Defendants at any time during the Class Period; and

e. **Wage Statement Subclass**: all current and former non-exempt employees who received a payment of wages at any time during the Class Period.

21. The potential individuals in the Music Video “On” Class and the Freenjoy Class is of a significant number. Joinder of all current and former employees individually would be impracticable.

22. Plaintiff’s claims are typical of the claims of the class because Defendants uniformly subjected all non-exempt employees to the same violations of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code.

23. This action involved common questions of law and fact because the action focuses on Defendants’ systematic course of illegal policies and practices, which were applied to all non-exempted employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair business practices arising from such violations.

24. Plaintiff will fairly and adequately protect the interests of the individuals in the Music Video “On” Class and the Freenjoy Class.

PAGA ALLEGATIONS

25. Plaintiff is an aggrieved employee within the meaning of Labor Code § 2699(c). Plaintiff, on behalf of all aggrieved employees (whether said aggrieved employees are putative class members), is statutorily entitled to prosecute this matter for all Labor Code violations covered under the Private Attorneys General Act of 2014 (“PAGA”).

ALLEGATIONS RELATING TO DEFENDANTS’ FAILURE TO PAY MINIMUM AND OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1194.2, AND 1197.1

26. At all times relevant herein, Defendants were required to compensate their

employees minimum wages for all hours worked, and overtime wages for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

27. Plaintiff contends that he and other aggrieved employees worked overtime hours but were not paid overtime and/or double-time wages. Plaintiff also contends that he and the other aggrieved employees worked off the clock and that the total hours worked failed to satisfy the minimum wage requirements. Plaintiff contends he and aggrieved employees are entitled to penalties in the amount of \$100 for each first violation and \$250 for each subsequent violation in addition to an amount sufficient to recover unpaid wages pursuant to Labor Code section 1197.1.

**ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO PROVIDE MEAL
AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 226.7, 512, AND 558**

28. In accordance with the California Labor Code and the applicable IWC Wage Order, Plaintiff and all aggrieved employees had the right to take a 10-minute rest break for shifts of three and one-half (3.5) hours or more, or for shifts of four (4) hours or more in the case of Extra Players under Wage Order No. 12-2001. Plaintiff and the other aggrieved employees also had the right to a 30-minute meal period for every shift in excess of five (5) hours, or every shift in excess of six (6) hours in the case of Extra Players under Wage Order No. 12-2001.

29. Plaintiff contends he and other aggrieved employees were not provided duty free off-the-clock rest meal and breaks at the required times during the video shoots. Plaintiff contends he and aggrieved employees are entitled to penalties in the amount of \$50 for each first violation and \$100 for each subsequent violation, in addition to an amount sufficient to recover unpaid wages under Labor Code § 558.

**ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO KEEP ACCURATE
WAGE STATEMENTS IN VIOLATION OF LABOR CODE §§ 226 and 226.3**

30. In violation of Labor Code § 226 *et seq.*, Defendants failed to keep their affirmative obligation to keep accurate records regarding the rates of pay for their California employees. Plaintiff contends that as a result of Defendants' failure to pay minimum and overtime wages and meal and rest break premiums for the work performed, Defendants failed to

1 accurately record the gross wages earned, net wages earned, hours worked, and rates of pay for
2 Plaintiff and other aggrieved employees. Plaintiff contends he and other aggrieved employees
3 are entitled to penalties in the amount of \$250 for each first violation and \$1,000 for each
4 subsequent violation pursuant to Labor Code § 226.3.

5 **ALLEGATIONS RELATING TO DEFENDANTS' UNTIMELY PAYMENT OF**
6 **WAGES IN VIOLATION OF LABOR CODE §§ 201-204, 210, and 1194.5**

7 31. At all times relevant herein, Defendants were required by law to pay employee
8 wages in a timely manner, pursuant to the mandates of the Labor Code and all regulations
9 promulgated thereunder.

10 32. Because Defendants have not paid Plaintiff and other aggrieved employees for
11 their overtime and rest break premiums. Plaintiff contends he and other aggrieved employees
12 are entitled to penalties in the amount of \$100 for each first violation per pay period and \$200
13 for each subsequent violation under Labor Code § 2699.

14 **FIRST CAUSE OF ACTION**

15 **Failure to Provide Meal Periods**

16 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 12-2001 § 11]**

17 **(Against All Defendants by Plaintiff on Behalf of each Class and Subclasses (b), (e), (f))**

18 33. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
19 fully set forth herein.

20 34. During the Class Period, Defendants had, and continue to have, a policy and
21 practice of failing to provide Plaintiff and the Meal Period Subclass full and timely meal periods
22 as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 12-2001 § 11.

23 35. As a result of Defendants' policies and practices alleged herein, Plaintiff and the
24 Meal Period Subclass regularly have been denied, and continue to be denied, the opportunity to
25 take full, interrupted, and timely meal periods as required under California law.

26 36. As a direct and proximate cause of the aforementioned violations, Plaintiff and
27 the Meal Period Subclass have sustained economic damages, including but not limited to unpaid
28 wages and lost interest, in an amount according to proof at trial, and are entitled to recover

1 economic and statutory damages and penalties and other appropriate relief due to Defendants'
2 violation of the California Labor Code and IWC Wage Order No. 12-2001.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Permit Rest Periods**

5 **[Cal. Labor Code § 226.7 and IWC Wage Order No. 12-2001 § 12]**

6 **(Against All Defendants by Plaintiff on Behalf of each Class and Subclasses (c), (e), (f))**

7 37. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
8 fully set forth herein.

9 38. During the Class Period, Defendants had, and continue to have, a policy and
10 practice of failing to authorize and permit Plaintiff and the Rest Period Subclass to take rest
11 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 12-2001 § 12.

12 39. As a result of Defendants' policies and practices alleged herein, Plaintiff and the
13 Rest Period Subclass regularly have been denied, and continue to be denied, the opportunity to
14 take full, interrupted, and timely rest periods as required under California Labor Code § 226.7
15 and IWC Wage Order No. 12-2001 § 12.

16 40. Defendants violated, and continue to violate, California Labor Code § 226.7 and
17 IWC Wage Order No. 12-2001 § 12 by failing to pay Plaintiff and the Rest Period Subclass who
18 were not provided a rest period, in accordance with the applicable Wage Order, one additional
19 hour of compensation at each employee's regular rate of pay for each workday that a rest period
20 was not provided.

21 41. As a direct and proximate cause of the aforementioned violations, Plaintiff and
22 the Rest Period Subclass have sustained economic damages, including but not limited to unpaid
23 wages and lost interest, in an amount according to proof a trial, and are entitled to recover
24 economic and statutory damages and penalties and other appropriate relief due to Defendants'
25 violation of the California Labor Code and IWC Wage Order No. 12-2001.

26 **THIRD CAUSE OF ACTION**

27 **Failure to Pay Overtime Wages**

28 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 12-2001 § 3]**

1 **(Against All Defendants by Plaintiff on Behalf of each Class and Subclasses (d)-(f))**

2 42. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
3 fully set forth herein.

4 43. Pursuant to California Labor Code §§ 510, 1194, and 1198, and IWC Wage Order
5 No. 12-2001 § 3, Defendants are required to compensate Plaintiff and the Overtime Subclass for
6 all overtime at a rate of one and one-half (1½) times the regular rate of pay for all hours worked
7 in excess of eight (8) hours per day and at a rate of twice the regular rate of pay for all hours
8 worked in excess of twelve (12) hours in any workday or, in the case of “extra players” under
9 Wage Order No. 12-2001, twice the regular rate of pay for all hours worked in excess of ten (10)
10 hours in any workday.

11 44. During the Class Period, Defendants failed to compensate, and continue to fail to
12 compensate, Plaintiff and the Overtime Subclass for all overtime hours worked as required under
13 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
14 things, failing to pay overtime at one and one-half (1½) times and/or double the regular rate of
15 pay.

16 45. As a direct and proximate cause of the aforementioned violations, Plaintiff and
17 the Overtime Subclass have suffered, and continue to suffer, substantial losses related to the use
18 and enjoyment of such wages and lost interest on such wages. Plaintiff and the Overtime
19 Subclass are entitled to recover the unpaid balance of wages owed to them by Defendants, plus
20 interest, penalties, attorneys’ fees, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **Waiting Time Penalties**

23 **[Cal. Labor Code § 201.5]**

24 **(Against All Defendants by Plaintiff on Behalf of each Class and Subclasses (e) and (f))**

25 46. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
26 fully set forth herein.

27 47. Pursuant to California Labor Code § 201.5, an employee engaged in the
28 production of motion pictures is entitled to receive payment of wages earned at the time of the

1 termination by the next regular payday.

2 48. Defendants' failure to pay the Waiting Time Penalty Subclass, who are no longer
3 working for Defendants, all wages owing to former employees was willful.

4 49. As a direct and proximate cause of the aforementioned violations, Plaintiff and
5 the Waiting Time Penalty Subclass have suffered, and continue to suffer, substantial losses
6 related to the use and enjoyment of such wages and lost interest on such wages. Plaintiff and the
7 Waiting Time Penalty Subclass are entitled to recover penalties against Defendants in an amount
8 to be determined at trial pursuant to Labor Code § 203, which provides that an employee's wages
9 shall continue as a penalty until paid, for a period of up to thirty (30) days from the time they
10 were due.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **[Cal. Labor Code § 226; IWC Wage Order No. 12-2001 § 7]**

14 **(Against All Defendants by Plaintiff on Behalf of each Class and Subclass (f))**

15 50. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
16 fully set forth herein.

17 51. During the Class Period, Defendants failed to provide, and continue to fail to
18 provide, Plaintiff and the Wage Statement Subclass with timely and accurate itemized wage
19 statements in writing showing each employee's gross wages earned, total hours worked, all
20 deductions made, net wages earned, the name and address of the legal entity or entities
21 employing Plaintiff and the Wage Statement Subclass, and all applicable hourly rates in effect
22 during each pay period and the corresponding number of hours worked at each hourly rate, in
23 violation of California Labor Code § 226 and IWC Wage Order No. 12-2001 § 7.

24 52. During the Class Period, Plaintiff and the Wage Statement Subclass suffered
25 injury, and continue to suffer injury, as a result of Defendants' failure to provide timely and
26 accurate itemized wage statements, as Plaintiff and the Wage Statement Subclass could not
27 promptly and easily determine from the wage statement alone one or more of the following: the
28 gross wages earned, the total hours worked, all deductions made, the net wages earned, the name

1 and address of the legal entity or entities employing Plaintiff and the Wage Statement Subclass,
2 and all applicable hourly rates in effect during each pay period, including the corresponding
3 number of hours worked at each hourly rate.

4 53. As a direct and proximate cause of the aforementioned violations, Plaintiff and
5 the Wage Statement Subclass have suffered actual damages in an amount according to proof at
6 trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and the
7 Wage Statement Subclass are entitled to an award of costs, expenses, and reasonable attorneys'
8 fees, as well as other available remedies.

9 **SIXTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

11 **[Cal. Labor Code § 2698 *et seq.*]**

12 **(Against All Defendants by Plaintiff on Behalf of Aggrieved Employees)**

13 54. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
14 fully set forth herein.

15 55. PAGA expressly establishes that any provision of the California Labor Code that
16 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
17 divisions, commissions, boards, agencies, or employees for a violation of the California Labor
18 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
19 himself or herself, and other current or former employees.

20 56. Plaintiff and the other non-exempt workers are “aggrieved employees” as defined
21 by California Labor Code § 2699(c) in that they are all current or former employees of
22 Defendants, and one or more of the alleged violations was committed against them.

23 57. Plaintiff seeks to recover PAGA civil penalties through a representative action
24 for violations of the following Labor Code provisions:

- 25 a. Failure to provide meal and rest breaks in violation of Wage Order No. 12
26 and Labor Code §§ 226.7, 512, 558;
- 27 b. Failure to pay minimum and overtime wages in violation of Wage Order
28 12 and Labor Code §§ 510, 558, 1194, and 1198;

- 1 c. Failure to pay all compensation due to former employees at the time they
2 were discharged in violation of Labor Code §§ 201-204; and
3 d. Failure to provide itemized wage statements in violation of Labor Code §
4 226;

5 58. On November 24, 2020, Plaintiff filed a claim notice online with the California
6 LWDA, LWDA-CM-813654-20, and mailed the same via certified mail to Defendants. To date,
7 Plaintiff has not received a response. Now that sixty-five days have passed from Plaintiff
8 notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements
9 for bringing a claim under the Private Attorneys General Act.

10 59. Plaintiff was compelled to retain the services of counsel to file this court action
11 to protect the interests and the interests of other similarly aggrieved employees, and to assess
12 and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees
13 and costs, which he is entitled to receive under California Labor Code § 2699.

14 **SEVENTH CAUSE OF ACTION**

15 **Unfair and Unlawful Business Practices**

16 **[Cal. Bus. & Prof. Code § 17200 *et seq.*]**

17 **(Against all Defendants by Plaintiffs on Behalf of each Class)**

18 60. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
19 fully set forth herein.

20 61. Each and every one of Defendants' acts and omissions as heretofore described
21 constitute unfair and unlawful business practices under California Business and Professions
22 Code § 17200 *et seq.*

23 62. Defendants' violations of California wage and hour laws constitute a business
24 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
25 significant period of time, and in a systematic manner, to the detriment of Plaintiff and the class
26 members.

27 63. Defendants have avoided payment of earned wages, overtime wages, meal period
28 wages, rest break premiums, and other benefits, as required by the California Labor Code, the

1 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have
2 failed to record, report, and pay the correct sums of assessment to the state authorities under the
3 California Labor Code and other applicable regulations.

4 64. As a result of Defendants' unfair and unlawful business practices, Defendants
5 have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, class
6 members, and members of the public. Defendants should be made to disgorge their ill-gotten
7 gains and to restore them to Plaintiff and the class members.

8 65. Defendants' unfair and unlawful business practices entitle Plaintiff and the class
9 members to seek preliminary and permanent injunctive relief, including but not limited to orders
10 that Defendants account for, disgorge, and restore Plaintiff and class members the wages and
11 other compensation unlawfully withheld from them. Plaintiff and class members are entitled to
12 restitution of all monies to be disgorged from Defendants in an amount subject to proof at trial.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
15 follows:

- 16 1. For compensatory damages in an amount to be proven at trial;
- 17 2. For restitution and disgorgement of profits according to proof from Defendants'
18 unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
20 and IWC Wage Order No. 12-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining Defendants from violating
23 the relevant provisions of the California Labor Code and IWC Wage Orders and
24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor
27 Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any
28 other applicable provision providing for pre-judgment interest;

- 1 8. For reasonable attorney fees and cost of suit pursuant to California Labor Code §§
2 1194 and 2802, California Civil Code § 1021.5, and any other applicable provisions
3 provide for attorneys' fees and costs;
4 9. For civil penalties due to Plaintiff, other similarly aggrieved employees, and the
5 State of California according to proof pursuant to Labor Code §§ 558 and 2699(a);
6 10. For declaratory relief;
7 11. For an order certifying the action as a class action;
8 12. For an order appointing Plaintiff as a class representative and Plaintiff's counsels as
9 class counsels; and
10 13. For such other and further relief as this Court deems just and proper.

11 DATED: December 7, 2021

KIM LEGAL, APC
HELEN KIM LAW, APC

12
13 By: /s/ Frank H. Kim
14 Frank H. Kim, Esq.
15 Helen U. Kim, Esq.
16 *ATTORNEYS FOR PLAINTIFF*
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