

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 12 2024

BY Mia Rodriguez
ABRIANNA RODRIGUEZ, DEPUTY

BY FAX

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GILBERT CHAVEZ, JESSE CHAVEZ,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act; EVODIO VALLES, individual, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

KSC & SON CORPORATION, an unknown
business entity; CHANDI GROUP USA, an
unknown business entity; NACHHATTAR S.
CHANDI, an individual; and DOES 1 through
100, inclusive,

Defendants.

Lead Case No.: CIVSB2124237
Consolidated Case: CIVSB2126976

Honorable Christian Towns
Department S26

**CONSOLIDATED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);

- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and EVODIO VALLES (collectively with Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein

relating to Plaintiffs and the other class members took place in the State of California, including the County of San Bernardino.

PARTIES

5. Plaintiffs are individuals residing in the State of California.

6. Defendants KSC & SON CORPORATION and CHANDI GROUP USA at all times herein mentioned, were and are, upon information and belief, employers whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. Defendant NACHHATTAR S. CHANDI at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendants KSC & SON CORPORATION and CHANDI GROUP USA, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1

8. At all relevant times, Defendants KSC & SON CORPORATION and CHANDI GROUP USA were the “employers” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants KSC & SON CORPORATION, CHANDI GROUP USA, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on

1 that information and belief allege, that each of the defendants designated as a DOE is legally
2 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
3 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
4 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
5 capacities when the same have been ascertained.

6 11. Defendants KSC & SON CORPORATION, CHANDI GROUP USA,
7 NACHHATTAR S. CHANDI and DOES 1 through 100 will hereinafter collectively be referred
8 to as “Defendants.”

9 12. Plaintiffs further allege that Defendants directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of
11 Plaintiffs and the other class members so as to make each of said Defendants employers liable
12 under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

14 13. Plaintiffs bring this action on their own behalf and on behalf of all other
15 members of the general public similarly situated, and, thus, seeks class certification under
16 California Code of Civil Procedure section 382.

17 14. The proposed class is defined as follows:

18 All current and former hourly-paid or non-exempt employees who worked for
19 any of the Defendants within the State of California at any time during the
20 period from August 20, 2017 to final judgment and who reside in California.

21 SUBCLASS A

22 All class members who worked at any ARCO gas station owned, operated
23 and/or managed by any of the Defendants.

24 SUBCLASS B

25 All class members who worked at any Burger King owned, operated and/or
26 managed by any of the Defendants.

27 ///

28 ///

SUBCLASS C

All class members who worked at any Dunkin Donuts shop owned, operated and/or managed by any of the Defendants.

SUBCLASS D

All class members who worked at any residential/commercial property owned, operated, and/or managed by any of the Defendants.

SUBCLASS E

All class members who worked at any of Defendant's corporate offices.

SUBCLASS F

All class members who worked at any Denny's Restaurant owned, operated and/or managed by any of the Defendants.

SUBCLASS G

All class members who worked at a Chelo's Burgers restaurant owned, operated and/or managed by any of the Defendants.

SUBCLASS H

All class members who worked at any Black Bear Diner restaurant owned, operated and/or managed by any of the Defendants.

SUBCLASS I

All class members who worked at any Waba Grill restaurant owned, operated and/or managed by any of the Defendants.

SUBCLASS J

All class members who worked at any AMPM store owned, operated and/or managed by any of the Defendants.

SUBCLASS K

All class members who worked at any Go Go Express Car Wash owned, operated and/or managed by any of the Defendants.

15. Plaintiffs reserve the right to establish other subclasses as appropriate.

///

1 16. The class is ascertainable and there is a well-defined community of interest in
2 the litigation:

- 3 a. Numerosity: The class members are so numerous that joinder of all class
4 members is impracticable. The membership of the entire class is
5 unknown to Plaintiffs at this time; however, the class is estimated to be
6 greater than one-thousand (1000) individuals and the identity of such
7 membership is readily ascertainable by inspection of Defendants'
8 employment records.
- 9 b. Typicality: Plaintiffs' claims are typical of all other class members' as
10 demonstrated herein. Plaintiffs will fairly and adequately protect the
11 interests of the other class members with whom he has a well-defined
12 community of interest.
- 13 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
14 each class member, with whom he has a well-defined community of
15 interest and typicality of claims, as demonstrated herein. Plaintiffs have
16 no interest that is antagonistic to the other class members. Plaintiffs'
17 attorneys, the proposed class counsel, are versed in the rules governing
18 class action discovery, certification, and settlement. Plaintiffs have
19 incurred, and during the pendency of this action will continue to incur,
20 costs and attorneys' fees, that have been, are, and will be necessarily
21 expended for the prosecution of this action for the substantial benefit of
22 each class member.
- 23 d. Superiority: A class action is superior to other available methods for the
24 fair and efficient adjudication of this litigation because individual joinder
25 of all class members is impractical.
- 26 e. Public Policy Considerations: Certification of this lawsuit as a class
27 action will advance public policy objectives. Employers of this great
28 state violate employment and labor laws every day. Current employees

are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;

- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

21. Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ were employed by Defendants and the alleged violations were committed against them during their time of

1 employment and they are, therefore, aggrieved employees. Plaintiffs GILBERT CHAVEZ and
2 JESSE CHAVEZ and the other employees are “aggrieved employees” as defined by California
3 Labor Code section 2699(c) in that they are current or former employees of Defendants, and
4 one or more of the alleged violations were committed against them.

5 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
6 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
7 following requirements have been met:

- 8 a. The aggrieved employee shall give written notice by online submission
9 (hereinafter “Employee's Notice”) to the LWDA and by certified mail to the
10 employer of the specific provisions of the California Labor Code alleged to
11 have been violated, including the facts and theories to support the alleged
12 violations.
- 13 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
14 employer and the aggrieved employee by certified mail that it does not
15 intend to investigate the alleged violation within sixty (60) calendar days of
16 the postmark date of the Employee’s Notice. Upon receipt of the LWDA
17 Notice, or if the LWDA Notice is not provided within sixty-five (65)
18 calendar days of the postmark date of the Employee’s Notice, the aggrieved
19 employee may commence a civil action pursuant to California Labor Code
20 section 2699 to recover civil penalties in addition to any other penalties to
21 which the employee may be entitled.

22 23. On July 14, 2021, Plaintiff JESSE CHAVEZ provided written notice by online
23 submission to the LWDA and by certified mail to Defendants KSC & SON CORPORATION
24 and NACHHATTAR SINGH CHANDI of the specific provisions of the California Labor Code
25 alleged to have been violated, including the facts and theories to support the alleged violations.
26 Plaintiff JESSE CHAVEZ did not receive an LWDA Notice within sixty-five (65) days of the
27 date of the submission of Plaintiff JESSE CHAVEZ’s Notice.

28 ///

24. On July 16, 2021, Plaintiff GILBERT CHAVEZ provided written notice by online submission to the LWDA and by certified mail to Defendants KSC & SON CORPORATION, CHANDI GROUP USA, INC., and NACHHATTAR SINGH CHANDI of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff GILBERT CHAVEZ did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff GILBERT CHAVEZ's Notice.

25. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

27. Defendants, jointly and severally, employed Plaintiff GILBERT CHAVEZ as an hourly-paid, non-exempt employee, from approximately May 2017 to approximately March 2021, in the State of California, County of San Bernardino.

28. Defendants, jointly and severally, employed Plaintiff JESSE CHAVEZ as an hourly-paid, non-exempt employee, from approximately May 2017 to approximately March 2021, in the State of California, County of San Bernardino.

29. Defendants, jointly and severally, employed Plaintiff EVODIO VALLES as an hourly-paid, non-exempt employee, from approximately January 2022 to approximately April 2022, in the State of California, County of San Bernardino.

30. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

31. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

32. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

34. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

35. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

38. During the relevant time period, Defendants rounded the work time recorded by Plaintiff and the other class members in a manner that 1) was not fair and neutral on its face and/or 2) favored Defendants over time, resulting in Plaintiffs and the other class members being underpaid for their time worked.

39. Defendants required Plaintiffs and the other class members to remain on the work premises during rest breaks.

///

1 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to provide Plaintiffs and the other class members all required rest and meal periods
3 during the relevant time period as required under the Industrial Welfare Commission Wage
4 Orders and thus they are entitled to any and all applicable penalties.

5 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
8 member's regular rate of pay when a meal period was missed, and they did not receive all meal
9 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
10 regular rate of pay when a meal period was missed.

11 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members were entitled to receive
13 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
14 member's regular rate of pay when a rest period was missed, and they did not receive all rest
15 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
16 regular rate of pay when a rest period was missed.

17 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked.

21 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 all wages owed to them upon discharge or resignation, including overtime and minimum wages
24 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
25 them at the time of their discharge or resignation.

26 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members were entitled to receive
28 all wages owed to them during their employment. Plaintiffs and the other class members did

1 not receive payment of all wages, including overtime and minimum wages and meal and rest
2 period premiums, within any time permissible under California Labor Code section 204.

3 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 complete and accurate wage statements in accordance with California law, but, in fact, they did
6 not receive complete and accurate wage statements from Defendants. The deficiencies
7 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
8 the other class members.

9 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll records
11 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
12 not keep complete and accurate payroll records.

13 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to
15 reimbursement for necessary business-related expenses.

16 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiffs and the other class
18 members pursuant to California law, and that Defendants had the financial ability to pay such
19 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
20 represented to Plaintiffs and the other class members that they were properly denied wages, all
21 in order to increase Defendants' profits.

22 50. During the relevant time period, Defendants failed to pay overtime wages to
23 Plaintiffs and the other class members for all overtime hours worked.

24 51. Plaintiffs and the other class members were required to work more than eight (8)
25 hours per day and/or forty (40) hours per week without overtime compensation for all overtime
26 hours worked.

27 52. During the relevant time period, Defendants failed to provide all requisite
28 uninterrupted meal and rest periods to Plaintiffs and the other class members.

53. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

54. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

55. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

56. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

57. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

58. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

59. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against KSC & SON CORPORATION, CHANDI GROUP USA,
and DOES 1 through 100)**

61. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 60, and each and every part thereof with the same force and effect as though fully set forth herein.

62. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without

1 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
2 rate of pay, depending on the number of hours worked by the person on a daily or weekly
3 basis.

4 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiffs and the other class members employed by Defendants, and
6 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
7 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
8 than forty (40) hours in a workweek.

9 64. The applicable IWC Wage Order further provides that Defendants are and were
10 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
11 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

12 65. California Labor Code section 510 codifies the right to overtime compensation
13 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
14 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
15 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
16 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
17 of work.

18 66. During the relevant time period, Plaintiffs and the other class members worked
19 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

20 67. During the relevant time period, Defendants intentionally and willfully failed to
21 pay overtime wages owed to Plaintiffs and the other class members.

22 68. Defendants' failure to pay Plaintiffs and the other class members the unpaid
23 balance of overtime compensation, as required by California laws, violates the provisions of
24 California Labor Code sections 510 and 1198, and is therefore unlawful.

25 69. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
26 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys' fees.

28 ///

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against KSC & SON CORPORATION, CHANDI GROUP USA,

and DOES 1 through 100)

70. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

71. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

72. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

74. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not

1 waive their legally-mandated meal periods by mutual consent, were required to work for
2 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
3 (30) minutes and/or rest period.

4 76. During the relevant time period, Plaintiffs and the other class members who
5 were scheduled to work for a period of time in excess of six (6) hours were required to work
6 for periods longer than five (5) hours without an uninterrupted meal period of not less than
7 thirty (30) minutes and/or rest period.

8 77. During the relevant time period, Defendants intentionally and willfully required
9 Plaintiffs and the other class members to work during meal periods and failed to compensate
10 Plaintiffs and the other class members the full meal period premium for work performed during
11 meal periods.

12 78. During the relevant time period, Defendants failed to pay Plaintiffs and the other
13 class members the full meal period premium due pursuant to California Labor Code section
14 226.7.

15 79. Defendants' conduct violates applicable IWC Wage Order and California Labor
16 Code sections 226.7 and 512(a).

17 80. Pursuant to applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
19 additional hour of pay at the employee's regular rate of compensation for each work day that
20 the meal or rest period is not provided.

21 **THIRD CAUSE OF ACTION**

22 **(Violation of California Labor Code § 226.7)**

23 **(Against KSC & SON CORPORATION, CHANDI GROUP USA,**

24 **and DOES 1 through 100)**

25 81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
26 through 80, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 ///

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

85. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

86. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

87. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

88. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

89. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

///

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against KSC & SON CORPORATION, CHANDI GROUP USA,

and DOES 1 through 100)

90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

92. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

93. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

94. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

95. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

///

///

///

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

**(Against KSC & SON CORPORATION, CHANDI GROUP USA,
and DOES 1 through 100)**

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

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

98. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

99. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

101. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against KSC & SON CORPORATION, CHANDI GROUP USA,

and DOES 1 through 100)

102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

107. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

///

///

///

///

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

**(Against KSC & SON CORPORATION, CHANDI GROUP USA,
and DOES 1 through 100)**

108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

110. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the accurate name of the employer, and the failure to include the total number of hours worked by Plaintiffs and the other class members.

111. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

112. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

113. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

114. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

**(Against KSC & SON CORPORATION, CHANDI GROUP USA,
and DOES 1 through 100)**

115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

117. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

///

///

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against KSC & SON CORPORATION, CHANDI GROUP USA,

and DOES 1 through 100)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

122. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

123. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

124. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

///

///

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against KSC & SON CORPORATION, CHANDI GROUP USA,

and DOES 1 through 100)

125. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

128. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

129. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

1 130. Plaintiffs and the other class members have been personally injured by
2 Defendants' unlawful business acts and practices as alleged herein, including but not
3 necessarily limited to the loss of money and/or property.

4 131. Pursuant to California Business & Professions Code sections 17200, et seq.,
5 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
6 retained by Defendants during a period that commences August 20, 2017; an award of
7 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
8 applicable laws; and an award of costs.

9 **ELEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 2698, et seq.)**

11 **(Against KSC & SON CORPORATION, CHANDI GROUP USA,**

12 **NACHHATTAR S. CHANDI, and DOES 1 through 100)**

13 132. Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ incorporate by reference
14 the allegations contained in paragraphs 1 through 131, and each and every part thereof with the
15 same force and effect as though fully set forth herein.

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

21 134. Whenever the LWDA, or any of its departments, divisions, commissions,
22 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
23 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
24 assess a civil penalty.

25 135. Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other hourly-paid
26 or non-exempt employees are "aggrieved employees" as defined by California Labor Code
27 section 2699(c) in that they are all current or former employees of Defendants, and one or
28 more of the alleged violations was committed against them.

Failure to Pay Overtime

136. Defendants' failure to pay legally required overtime wages to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

137. Defendants' failure to provide legally required meal periods to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

138. Defendants' failure to provide legally required rest periods to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

139. Defendants' failure to pay legally required minimum wages to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

140. Defendants' failure to timely pay wages to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

141. Defendants' failure to timely pay wages to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

142. Defendants' failure to provide complete and accurate wage statements to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

143. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

144. Defendants' failure to reimburse Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

Failure to Provide a Day of Rest

145. Defendant's failure to provide a day of rest to Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ and the other aggrieved employees is in violation of California Labor Code sections 551 and 552 and constitutes unlawful or unfair activity prohibited by California Labor Code 1198.

146. Pursuant to California Labor Code section 2699, Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the

1 initial violation, and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et
4 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
5 pay period for the initial violation, and one hundred dollars (\$100) for
6 each aggrieved employee per pay period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalty provided in the
9 California Labor Code in the amount of a hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation; and

13 d. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes.

15 147. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
16 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
17 and Workforce Development Agency for the enforcement of labor laws and education of
18 employers and employees about their rights and responsibilities and twenty-five percent (25%)
19 to the aggrieved employees.

20 148. Further, Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ are entitled to
21 seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code
22 sections 210, 218.5 and 2699 and any other applicable statute.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiffs, individually, and on behalf of other members of the general public similarly
25 situated, requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs GILBERT CHAVEZ and JESSE CHAVEZ, individually, and
28 on behalf of other members of the general public similarly situated and on behalf of other

aggrieved employees pursuant to the California Private Attorneys General Act, and Plaintiff EVODIO VALLES, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

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

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

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

///

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

///

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

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

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

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

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

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

///

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

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

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

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

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

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

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
8 other class members all overtime compensation due to them, failing to provide all meal and
9 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
10 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
11 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
12 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

13 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
14 all pre-judgment interest from the day such amounts were due and payable;

15 55. For the appointment of a receiver to receive, manage and distribute any and all
16 funds disgorged from Defendants and determined to have been wrongfully acquired by
17 Defendants as a result of violation of California Business and Professions Code sections
18 17200, et seq.;

19 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Code of Civil Procedure section 1021.5;

21 57. For injunctive relief to ensure compliance with this section, pursuant to
22 California Business and Professions Code sections 17200, et seq.; and

23 58. For such other and further relief as the Court may deem just and proper.

24 **As to the Eleventh Cause of Action**

25 59. For civil penalties and wages pursuant to California Labor Code sections
26 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor
27 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
28 1197.1, 1198, 2800 and 2802; and

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

Dated: September 11, 2024

LAWYERS for JUSTICE, PC

By: Helene Mayer
Helene Mayer
Attorneys for Plaintiffs