

Seung Yang (SBN 249857)
seung.yang@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Charlotte Mikat-Stevens (SBN 327047)
charlotte.mikat-stevens@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Alexander Cabello

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

ALEXANDER CABELLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RANCHO CAR WASH, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2103709

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

1. Failure to Pay Minimum and Regular Rate Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 501, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203, 205.5, and 227.3];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
7. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 221-224, 231, 351, and 2800-2802];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Rancho Car Wash, LLC and Does 1
6 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
7 unfair business practices stemming from Defendants’ failure to pay minimum and regular rate
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
11 expenses, and failure to furnish accurate wage statements.

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

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

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

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

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

24 6. On information and belief, Defendants, and each of them, were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Riverside County, California as a detailer.

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

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Rancho Car Wash, LLC is:

- (a) A California limited liability company with its principal place of business in Riverside, California;
- (b) A business entity conducting businesses in numerous counties throughout the State of California, including in Riverside County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Rancho Car Wash, LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this

complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

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

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

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14. Plaintiff worked for Defendants in Riverside County, California as a detailer from approximately October 2019 to October 2020. At all times Defendants classified Plaintiff as non-exempt from California's overtime requirements. During the statutory time period, Plaintiff was typically scheduled to work at least 5 days in a workweek, and occasionally in excess of 8 hours in a single workday.

15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages and overtime compensation), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest

1 periods, failed to indemnify Plaintiff for necessary business expenses, failed to maintain accurate
2 records of the hours Plaintiff worked, failed to timely pay all final wages to Plaintiff when
3 Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to
4 Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and
5 illustrative.

6 16. Throughout the statutory period, Defendants maintained a policy and practice of
7 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
8 overtime wages. Plaintiff, the Class, and the Aggrieved Employees regularly worked off the
9 clock, without compensation. For example, Plaintiff, the Class, and the Aggrieved Employees
10 were required to arrive at work early in order to set up the work area, off the clock and
11 uncompensated. Additionally, for those days where Plaintiff, the Class, and the Aggrieved
12 Employees arrived at work but were told to return home (i.e., it was raining, COVID-related
13 closures, or lack of customers), Plaintiff, the Class, and the Aggrieved Employees were not paid
14 reporting time pay. In maintaining a practice of not paying all wages owed, Defendants failed to
15 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

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

1 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
3 periods. Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved
4 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
5 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
6 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
7 the Aggrieved Employees for rest periods that were not authorized or permitted. Also, Plaintiff,
8 the Class, and the Aggrieved Employees were unable to leave the premises during their rest
9 breaks. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff,
10 the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

11 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
12 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
13 their duties for Defendants without reimbursement.

14 20. Throughout the statutory period, Defendants willfully failed and refused to timely
15 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
16 wages, including overtime wages, meal period premium wages, and rest period premium wages.

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

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum wages, overtime wages, meal period premium wages, and rest
27 period premium wages to which they were entitled, even though they were
28 entitled;

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

24 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
25 California Labor Code § 226(e).

26
27
28

CLASS ACTION ALLEGATIONS

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

23. All claims alleged herein arise under California law, for which Plaintiff seeks relief authorized by California law.

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

All persons who worked for any Defendants in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

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

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

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

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

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

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-

1 defined community of interest and typicality of claims, as demonstrated
2 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
3 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
4 the rules governing class action discovery, certification, and settlement.
5 Plaintiff has incurred, and throughout the duration of this action will
6 continue to incur, costs and attorneys' fees that have been, are, and will be
7 necessarily expended for the prosecution of this action for the substantial
8 benefit of each Class Member.

9 (d) Superiority: A Class Action is superior to other available methods for the
10 fair and efficient adjudication of the controversy, including consideration
11 of:

- 12 1) The interests of the members of the Class in individually
13 controlling the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of
17 the claims in the particular forum; and
- 18 4) The difficulties likely to be encountered in the management of a
19 class action.

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

protected.

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

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to reimburse Class Members for all necessary business expenses;
- (e) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (f) Failed to provide Class Members with accurate wages statements;
- (g) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed; and
- (h) Violated California Business & Professions Code §§ 17200, *et. seq.*, as a result of their illegal conduct as described above.

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

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

class action;

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

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

1 **FIRST CAUSE OF ACTION**

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

3 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 21 in this Complaint.

5 32. "Hours worked" is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

8 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
9 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
10 compensation for each hour worked as alleged above, Defendants willfully violated the
11 provisions of §§ 1194 and 1197 of the California Labor Code, and any additional applicable
12 Wage Orders, which require such compensation to non-exempt employees.

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

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

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

22 37. By failing to keep adequate time records required by California Labor Code §
23 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
24 compensation due Plaintiff and the Class.

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

27 39. California Labor Code § 204 requires employers to provide employees with all
28 wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
2 required by law, including minimum wages. However, during all such times, Defendants
3 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
4 pay those wages twice a month.

5 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
6 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
7 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Overtime Wages)**

10 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 21 in this Complaint.

12 42. California Labor Code § 510 provides that employees in California shall not be
13 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
14 they receive additional compensation beyond their regular wages in amounts specified by law.

15 43. California Labor Code §§ 1194 and 1198 provide that employees in California
16 shall not be employed more than eight hours in any workday unless they receive additional
17 compensation beyond their regular wages in amounts specified by law. Additionally, California
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
19 by the IWC is unlawful.

20 44. At all times relevant hereto, Plaintiff and the Class have worked more than eight
21 hours in a workday, as employees of Defendants.

22 45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
23 overtime compensation for the hours they have worked in excess of the maximum hours
24 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiff and the
25 Class are and were regularly required to work overtime hours.

26 46. By virtue of Defendants' unlawful failure to pay additional premium rate
27 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
28 Class have suffered, and will continue to suffer, damages in amounts which are presently

1 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
2 ascertained according to proof at trial.

3 47. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
5 due to Plaintiff and the Class.

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

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

15 **THIRD CAUSE OF ACTION**

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

17 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 21 in this Complaint.

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

27 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
28 and the Class with both meal periods as required by California law. By their failure to permit

1 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
2 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendants willfully violated the provisions of § 226.7 of the California Labor Code and the
4 applicable IWC Wage Orders.

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

8 **FOURTH CAUSE OF ACTION**

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

10 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 21 in this Complaint.

12 55. Defendants are required by California law to authorize and permit breaks of 10
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
14 two hours). Section 512 of the California Labor Code and the applicable IWC Wage Orders
15 require that the employer permit and authorize all employees to take paid rest periods of 10
16 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6
17 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest
18 breaks as so required is itself a violation of California's rest break laws. It is a violation of §
19 226.7 of the California Labor Code for an employer to require any employee to work during any
20 rest period mandated under any IWC Wage Order.

21 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
22 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
23 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
24 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
25 these uninterrupted rest periods), Defendants willfully violated the provisions of § 226.7 of the
26 California Labor Code and the applicable IWC Wage Orders.

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

FIFTH CAUSE OF ACTION

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

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

59. At all times herein set forth, California Labor Code §§ 201 through 202 and 227.3 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

60. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class ended (i.e., was terminated by quitting or discharge), and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail, to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 through 202 and 227.3 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

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

62. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, then the wages of the employee shall continue as a penalty wage from the due date, and at the same

1 rate until paid or until an action is commenced; but the wages shall not continue for more than
2 thirty (30) days.

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

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

9 **SIXTH CAUSE OF ACTION**

10 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 11 **Compliant Wage Records)**

12 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 21 in this Complaint.

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

25 67. Defendants have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the
27 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
28 the true "total hours worked by the employee," and the failure to list the true net wages earned.

1 68. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
2 and the Class have suffered injury and damage to their statutorily-protected rights.

3 69. Specifically, Plaintiff and the members of the Class have been injured by
4 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
5 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
6 statements under California Labor Code § 226(a).

7 70. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
8 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
9 a result of having to bring this action to attempt to obtain correct wage information following
10 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
11 laws and regulations.

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

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

18 **SEVENTH CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

20 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 21 in this Complaint.

22 74. Defendants violated California Labor Code § 2802 and the applicable IWC Wage
23 Orders by failing to pay and indemnify Plaintiff and the Class for their necessary expenditures
24 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
25 directions of Defendants.

26 75. As a result, Plaintiff and the Class were damaged at least in the amounts of the
27 expenses they paid, or which were deducted by Defendants from their wages, in violation of
28

1 California Labor Code §§ 221-224, 231, 351, and 2800-2802; accordingly, Plaintiff and the Class
2 are entitled to recover these amounts from Defendants.

3 76. Plaintiff and the Class are also entitled to recover attorney's fees and costs of suit,
4 pursuant to California Labor Code § 2802(c), and interest, pursuant to California Labor Code §
5 2802(b).

6 **EIGHTH CAUSE OF ACTION**

7 **(Against all Defendants for Violation of California Business** 8 **& Professions Code §§ 17200, *et seq.*)**

9 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 21 in this Complaint.

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

13 79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
15 seeks to enforce important rights affecting the public interest within the meaning of California
16 Code of Civil Procedure § 1021.5.

17 80. Defendants' activities, as alleged herein, are violations of California law, and
18 constitute unlawful business acts and practices in violation of California Business & Professions
19 Code §§ 17200, *et seq.*

20 81. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be
21 predicated on the violation of any state or federal law. All of the acts described herein as
22 violations of, among other things, the California Labor Code (including sections 96(k), 98.6,
23 204a-204b, 204.1, 204.2, 205, 206, 206.5, 208-209, 212, 213(d), 230-230.4, 230.7-230.8, 232(c),
24 232.5(c), 233-234, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 511, 513, 551-552, 601-604,
25 750, 751.8, 800, 850-852, 921-923, 970, 973, 976, 1021-1021.5, 1025-1026, 1101-1102, 1102.5,
26 1153, 1174(c)-(d), 1197.5, 1198.3(b), 1199-1199.5, 1290, 1292-1294.1, 1294.5, 1296-1298,
27 1301, 1308-1308.1, 1308.7, 1309-1309.5, 1391-1392, 1683, 1695, 1695.5(a), 1695.55-1696,
28 1696.5-1696.6, 1697.1, 1700.25-1700.26, 1700.31-1700.32, 1700.40, 1700.47, 1735, 1771, 1774,

1 1776, 1777.5, 1811, 1815, 2651, 2673-2673.1(a), 2695.2, 2806, 2810, 2929(b), 3073.6, 6310,
2 6311, and 6399.7), are unlawful and in violation of public policy; and in addition, are immoral,
3 unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful,
4 and/or fraudulent business practices in violation of California Business & Professions Code §§
5 17200, *et seq.*

6 **Failure to Pay Minimum Wages**

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

10 **Failure to Pay Overtime Wages**

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

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

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

19 **Failure to Provide Meal Periods**

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

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

24 86. Defendants' failure to maintain accurate records of employee meal periods in
25 accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,
26 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code
27 §§ 17200, *et seq.*

28 ///

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

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

5 **Failure to Indemnify Necessary Business Expenses**

6 88. Defendants' failure to indemnify employees for necessary business expenses in
7 accordance with California Labor Code §§ 221-224, 231, 351, and 2800-2802 and the IWC Wage
8 Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
9 Professions Code §§ 17200, *et seq.*

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

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

14 90. By and through their unfair, unlawful, and/or fraudulent business practices
15 described herein, Defendants have obtained valuable property, money, and services from
16 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
17 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

18 91. Plaintiff and the Class Members suffered monetary injury as a direct result of
19 Defendants' wrongful conduct.

20 92. Plaintiff, individually, and on behalf of members of the putative Class, are entitled
21 to, and do, seek such relief as may be necessary to disgorge money and/or property which
22 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
23 means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff
24 and the Class are not obligated to establish individual knowledge of the wrongful practices of
25 Defendants in order to recover restitution.

26 93. Plaintiff, individually, and on behalf of members of the putative Class, are further
27 entitled to, and do, seek a declaration that the above-described business practices are unfair,
28 unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from

engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in the future.

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

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

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

NINTH CAUSE OF ACTION

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

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

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

99. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by

1 the Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions,
2 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
3 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
4 herself and other current or former employees pursuant to the procedures specified in Section
5 2699.3.”

6 100. Plaintiff has exhausted his administrative remedies pursuant to California Labor
7 Code § 2699.3. On July 3, 2021, he gave written notice by online filing to the LWDA and by
8 certified mail to Defendants of the specific provisions of the Labor Code that Defendants have
9 violated against Plaintiff and certain current and former Aggrieved Employees, including the
10 facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA
11 case number is LWDA-CM-836903-21.

12 101. More than 65 days has elapsed since Plaintiff provided notice, but the LWDA has
13 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
14 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under California
15 Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this
16 Complaint. These penalties may include, but are not limited to, penalties for violations of
17 California Labor Code §§ 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204,
18 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 221, 222, 222.5,
19 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231,
20 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512,
21 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
22 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174(c) and (d), 1194, 1197,
23 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5,
24 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683,
25 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
26 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811,
27 1815, 2651, 2673, 2673.1(a), 2695.2, 2699(f)(2), 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6,
28 6310, 6311, and 6399.7.

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

9 103. During the time period of employment for Plaintiff and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
12 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
13 Employees the ability to know, understand, and question the accuracy and frequency of meal
14 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
15 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
16 As a direct result, Plaintiff and the Aggrieved Employees have suffered, and continue to suffer,
17 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
18 and expenses and attorney's fees in seeking to compel Defendants to fully perform their
19 obligation under state law, all to their respective damage in amounts according to proof at trial.
20 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC
21 Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they
22 were prevented from knowing, understanding, and disputing the wage payments paid to them.

23 104. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
24 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
25 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
26 to be shown according to proof at trial. These penalties are in addition to all other remedies
27 permitted by law.
28

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

4 **PRAYER FOR RELIEF**

5 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
6 the Class claims, pray for relief and judgment against Defendants, jointly and severally, as
7 follows:

8 Class Certification

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

13 As to the First Cause of Action

- 14 4. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
16 minimum wages due;
17 5. For general unpaid wages as may be appropriate;
18 6. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;
20 7. For liquidated damages;
21 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code § 1194(a); and,
23 9. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Second Cause of Action

- 25 10. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
27 overtime wages due;
28 11. For general unpaid wages at overtime wage rates as may be appropriate;

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

26. For statutory wage penalties pursuant to California Labor Code § 203 for former

employees who have left Defendants' employ;

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 and the IWC Wage Orders;

36. For general unpaid wages and reimbursement of business expenses as may be appropriate;

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

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

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

As to the Eighth Cause of Action

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

1 accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain
2 accurate records of all hours worked and meal periods, failing to indemnify necessary business
3 expenses, and failing to furnish accurate wage statements;

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

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

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

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

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

14 As to the Ninth Cause of Action

15 46. That the Court declare, adjudge, and decree that Defendants violated the
16 California Labor Code by failing to pay all wages owed, including overtime, failure to provide
17 meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit
18 rest periods, failing to pay final wages at termination, failure to indemnify necessary business
19 expenses, and failing to furnish accurate wage statements;

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

22 48. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all
23 other applicable Labor Code provisions;

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

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

27 ///

28 ///

1 As to all Causes of Action

2 51. For any additional relief that the Court deems just and proper.

3
4 Dated: April 10, 2023

Respectfully submitted,

5 MOON & YANG, APC

6 By: Charlotte Mikat-Stevens
7 Seung Yang
8 Allen Feghali
9 Charlotte Mikat-Stevens
Attorneys for Plaintiff

10 ///

11 **DEMAND FOR JURY TRIAL**

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

13
14 Dated: April 10, 2023

MOON & YANG, APC

15 By: Charlotte Mikat-Stevens
16 Seung Yang
17 Allen Feghali
18 Charlotte Mikat-Stevens
19 Attorneys for Plaintiff
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28

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On April 14, 2023, I served the foregoing document
8 described as:

9 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

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

12 Shannon R. Finley
13 Haley A. Murphy
14 Luis Zamora
15 Leslie Rivera Mason
16 Valerie Browne
17 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
18 11622 El Camino Real, Suite 300
19 San Diego, California 92130
20 (858) 755-8500 (office) | (858) 755-8504 (fax)
21 sfinley@pettitkohn.com
22 hmunphy@pettitkohn.com
23 lizamora@pettitkohn.com
24 lrivaramason@pettitkohn.com

25 *Attorneys for Defendant Rancho Car Wash, LLC*

26 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
27 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
28 firm’s practice of collection and processing correspondence for mailing. Under that
practice it would be deposited with U.S. postal service on that same day with postage
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
California, by e-mail delivery on the parties listed herein at their most recent known e-
mail address or e-mail of record in this action.

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

Executed on April 14, 2023, at Los Angeles, California.

Janelle Jickain

Name

Signature