

04/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Tavakoli Deputy

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Sharif Fathy

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

SHARIF FATHY, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

JAY NOLAN COMMUNITY SERVICES, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 21STCV38798

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].
10. Failure to Pay Wages in Violation of the Federal Fair Labor Standards Act [29 U.S.C. § 201 et seq.]

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT.....	1
THE PARTIES	3
A. Plaintiff.....	3
B. Defendants.....	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
CLASS ACTION ALLEGATIONS	8
FIRST CAUSE OF ACTION.....	12
SECOND CAUSE OF ACTION.....	13
THIRD CAUSE OF ACTION	14
FOURTH CAUSE OF ACTION.....	15
FIFTH CAUSE OF ACTION.....	16
SIXTH CAUSE OF ACTION.....	16
SEVENTH CAUSE OF ACTION.....	17
EIGHTH CAUSE OF ACTION.....	19
NINTH CAUSE OF ACTION	21
TENTH CAUSE OF ACTION.....	23
PRAYER FOR RELIEF.....	24
DEMAND FOR JURY TRIAL	29

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

19 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
20 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiff, the State of California, and past and present non-exempt employees of Defendants
22 employed at any time within the applicable statutory period (hereinafter referred to as the
23 “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Los Angeles County. As such and based
26 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
27 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
28 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 provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 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 and the Class. 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 that worked for Defendants in the County of Los Angeles, State of California, as a support staff.

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 Jay Nolan Community Services, Inc. is:

- (a) A California corporation with its principal place of business in Los Angeles, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Jay Nolan Community Services, Inc. suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

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

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

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

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

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

20 14. Plaintiff is a California resident who worked for Defendants in the County of Los
21 Angeles, State of California, as a support staff. During the statutory period, Defendants classified
22 Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly
23 wage.

24 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
28 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish

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

3 16. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Plaintiff
5 and the Class did not receive all overtime or double-time compensation owed for all hours
6 worked. Further, Plaintiff and the Class were required to work "off the clock", uncompensated.
7 For example, Plaintiff and the Class regularly completed paperwork while off the clock, which
8 included planning and reports. Plaintiff and the Class also regularly used his personal cellular
9 telephone while off the clock to communicate with management, caregivers and parents or other
10 family members of clients. Also, Plaintiff and the Class were not paid for all travel time, driving
11 clients to and from locations. In maintaining a practice of not paying all wages owed,
12 Defendants failed to maintain accurate records of the hours Plaintiff and the Class worked.

13 17. Throughout the statutory period, Defendants have wrongfully failed to provide
14 Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, but not
15 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
16 providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of
17 work, or without compensating Plaintiff and the Class for meal periods that were not provided by
18 the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
19 inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of
20 work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Also, Plaintiff and
21 the Class were prohibited from leaving the premises during their meal periods, and were required
22 to stay within the vicinity of the client. Accordingly, Defendants' policy and practice was to not
23 provide meal periods to Plaintiff and the Class in compliance with California law.

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

1 without compensating Plaintiff and the Class for rest periods that were not authorized or
2 permitted. Defendants also did not adequately inform Plaintiff and the Class of their right to take
3 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
4 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
5 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
6 practices to verify whether Plaintiff and the Class were taking their required rest periods.
7 Further, Defendants did not maintain accurate records of employee work periods, and therefore
8 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle of
9 each work period. Also, Plaintiff and the Class were prohibited from leaving the premises during
10 their rest periods, and were required to stay within the vicinity of the client. Accordingly,
11 Defendants' policy and practice was to not authorize and permit Plaintiff and the Class to take
12 rest periods in compliance with California law.

13 19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
14 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
15 reimbursement. For example, Plaintiff and the Class were required to use their personal cellular
16 telephones for work purposes, without reimbursement. Also, Plaintiff and the Class were
17 required to use their own personal vehicles for work, without full reimbursement of automobile
18 expenses such as mileage (although some reimbursement was provided, it was not full
19 reimbursement).

20 20. Throughout the statutory period, Defendants willfully failed and refused to timely
21 pay Plaintiff and the Class at the conclusion of their employment all wages including minimum
22 wages and overtime wages.

23 21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
24 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
25 and net wages earned (including correct hours worked, correct wages earned for hours worked
26 and Defendant's address). Further, the wage statements do not show Defendant's address as
27 required by California law. As a result of these violations of California Labor Code § 226(a), the
28 Plaintiff and the Class suffered injury because, among other things:

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

26 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
27 226(e), including actual damages.

28

1 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

26 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28

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 promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) 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 Second Amended 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 Section 1194 of the California Labor Code, and any additional applicable Wage
12 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 section 1194.2, Plaintiff and the Class are
26 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum
27 wages.
28

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

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

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

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

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

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

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

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

46. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
2 Class have suffered, and will continue to suffer, damages in amounts which are presently
3 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
4 ascertained according to proof at trial.

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

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

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

17 **THIRD CAUSE OF ACTION**

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

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

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

1 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
2 and the Class with both meal periods as required by California law. By their failure to permit
3 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
4 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
5 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
6 the applicable Wage Orders.

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

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

4 **FIFTH CAUSE OF ACTION**

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

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

8 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
9 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
10 losses incurred in direct consequence of the discharge of their duties or of their obedience to
11 directions of Defendants.

12 60. As a result, Plaintiff and the Class were damaged at least in the amounts of the
13 expenses they paid, or which were deducted by Defendants from their wages.

14 61. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
15 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
16 2802(b).

17 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

21 **SEVENTH CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 23 **Compliant Wage Records)**

24 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein
25 paragraphs 1 through 21 in this Second Amended Complaint.

26 70. At all material times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage statement
28 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

1 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
2 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
3 on written orders of the employee may be aggregated and shown as one item, (5) net wages
4 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and the last four digits of his or her social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal
7 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee.

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

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

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

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

24 75. Plaintiff and the Class are entitled to recover from Defendants their actual
25 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

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

1 **EIGHTH CAUSE OF ACTION**

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

4 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 21 in this Second Amended Complaint.

6 78. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 79. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
10 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
11 Procedure § 1021.5.

12 80. Defendants’ activities, as alleged herein, are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code §§ 17200, *et seq.*

15 81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code, are unlawful and in violation of
18 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
19 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
20 California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Pay Minimum Wages**

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

25 **Failure to Pay Overtime Wages**

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

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

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

5 **Failure to Indemnify Necessary Business Expenses**

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

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

11 86. 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 87. By and through their unfair, unlawful and/or fraudulent business practices
15 described herein, the 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 88. Plaintiff and the Class Members suffered monetary injury as a direct result of
19 Defendants' wrongful conduct.

20 89. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
21 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
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 and
24 the Class are not obligated to establish individual knowledge of the wrongful practices of
25 Defendants in order to recover restitution.

26 90. 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 the Defendants, and each of them,

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

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

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

13 93. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
14 and putative Class Members are entitled to restitution of the wages withheld and retained by
15 Defendants during a period that commences four years prior to the filing of this complaint; a
16 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
17 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
18 1021.5 and other applicable laws; and an award of costs.

19 **NINTH CAUSE OF ACTION**

20 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 21 **2004, Cal. Lab. Code § 2698 et seq.)**

22 94. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs
23 1 through 21 in this Second Amended Complaint.

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

26 96. California Labor Code § 2699(a) specifically provides for a private right of action
27 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
28 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 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 97. Plaintiff has exhausted his administrative remedies pursuant to California Labor
7 Code § 2699.3. On October 15, 2021, Plaintiff gave written notice by online filing to the Labor
8 and Workforce Development Agency and by certified mail to Defendants of the specific
9 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
10 former aggrieved employees, including the facts and theories to support the violations (See
11 attached as **Exhibit A**). Plaintiff’s PAGA case number is No. LWDA-CM-848822-21. At the
12 time of this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and
13 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
14 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
15 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
16 Code described in this Complaint. These penalties include, but are not limited to, penalties under
17 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

26 99. During the time period of employment for Plaintiff and the Aggrieved Employees,
27 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
28 maintain accurate records showing meal periods, and accurate records showing when employees

1 begin and end each work period. Defendants' failure to provide and maintain records required by
2 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
3 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
4 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
5 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
6 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
7 Employees have suffered and continue to suffer, substantial losses related to the use and
8 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
9 to compel Defendants to fully perform its obligation under state law, all to their respective
10 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
11 comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved
12 Employees have also suffered an injury in that they were prevented from knowing,
13 understanding, and disputing the wage payments paid to them.

14 100. Based on the conduct described in this Second Amended Complaint, Plaintiff is
15 entitled to an award of civil penalties on behalf of themselves, the State of California, and
16 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in
17 all, is in an amount to be shown according to proof at trial. These penalties are in addition to all
18 other remedies permitted by law.

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

22 **TENTH CAUSE OF ACTION**

23 **(Against all Defendants for Violation of the Federal Fair Labor Standards Act**

24 **(29.U.S.C. §§ 201 et seq.)**

25 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein
26 paragraphs 1 through 21 in this Second Amended Complaint.

27 103. At all relevant times herein, Plaintiff and all other similarly situated employees
28 have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§

201, *et seq.* Defendants are subject to the minimum wage and overtime requirements of the FLSA because Defendants have been an enterprise engaged in interstate commerce during times relevant and its employees have been engaged in commerce during such times. Defendants are “employers” within the FLSA’s broad definition as they have suffered or permitted the Plaintiff and similarly situated employees to work. 29 U.S.C. §§ 203(d) & (g).

104. Pursuant to 29 U.S.C. § 206 and § 207 the Defendants are charged with an obligation to pay the minimum wage and overtime wages required by the FLSA to Plaintiff and similarly situated employees.

105. The FLSA requires employers subject to the Act to compensate all non-exempt employees for all hours worked and for all hours worked in excess of forty hours in one workweek at one and one-half times their respective regular rates of pay. As alleged herein, Defendants have failed and refused to make the minimum wage and/or overtime payments required by the FLSA to Plaintiff and similarly situated employees or otherwise comply with the requirements of the FLSA in respect to their employment because, during the statutory period, they have violated 29 U.S.C. § 203(m) and 29 U.S.C. § 206 of the FLSA and the implementing regulations thereto set forth in 29 CFR 531.52 and 29 CFR 531.54.

106. Defendant’s aforesaid violations of the FLSA were intentional, willful and knowing.

107. Plaintiff, on behalf of himself and the other similarly situated employees, seeks declaratory and injunctive relief, monetary damages, liquidated damages as provided for under 29 U.S.C. § 216(b), together with attorneys’ fees, costs, interest and such other relief as the Court may deem proper.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second,

1 Third, Fourth, Fifth, Sixth, Seventh, Eighth and Tenth Causes of Action;

2 2. That Plaintiff be appointed as the representative of the Class; and

3 3. That counsel for Plaintiff be appointed as Class Counsel.

4 As to the First Cause of Action

5 4. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
7 minimum wages due;

8 5. For general unpaid wages as may be appropriate;

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

11 7. For liquidated damages;

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

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

15 As to the Second Cause of Action

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

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

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

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

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

25 As to the Third Cause of Action

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

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

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

3 and

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

5 As to the Fourth Cause of Action

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

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

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

11 and

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

13 As to the Fifth Cause of Action

14 23. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 and the IWC Wage Orders;

16 24. For general unpaid wages and reimbursement of business expenses as may be
17 appropriate;

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

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

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

22 As to the Sixth Cause of Action

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

26 29. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;
28

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

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

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

5 As to the Seventh Cause of Action

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

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

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

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

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

14 As to the Eighth Cause of Action

15 38. That the Court declare, adjudge and decree that Defendants violated California
16 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
17 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
18 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
19 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
20 statements, and failing to indemnify necessary business expenses;

21 39. For restitution of unpaid wages to Plaintiff and all Class Members and
22 prejudgment interest from the day such amounts were due and payable;

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

26 41. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure § 1021.5;

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

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

4 As to the Ninth Cause of Action

5 44. That the Court declare, adjudge and decree that Defendant violated the California
6 Labor Code by failing to pay minimum wages, failure to pay overtime wages, failure to provide
7 meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of
8 hours worked and meal periods, failure to timely pay all wages to terminated employees, failure
9 to indemnify necessary business expenses, and failure to furnish accurate wage statements;

10 45. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
11 other applicable Labor Code provisions;

12 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Labor Code § 2699;

14 47. For such other and further relief that is allowed by PAGA and the Court deems
15 proper.

16 As to the Tenth Cause of Action

17 48. That the Court declare, adjudge, and decree that Defendant violated the FLSA by
18 failing to pay for all hours worked;

19 49. That this action be certified as a collective action;

20 50. For injunctive relief to ensure compliance with the FLSA, pursuant to California
21 Business & Professions Code §§ 17200, *et seq.*, and any other basis for seeking injunctive relief;
22 and,

23 51. Plaintiffs and all similarly situated workers demand judgment and request (1)
24 compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by 29
25 U.S.C. § 216(b); (4) pre-judgment and post-judgment interest as provided by law; and (5) such
26 other relief as the Court deems fair and equitable.

27 As to all Causes of Action

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

1 Dated: April 19, 2024

Respectfully submitted,

2 **MOON LAW GROUP, PC**

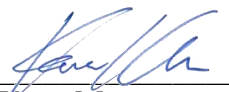
3 By: 
4 Kane Moon
5 H. Scott Leviant
6 Mariam Ghazaryan
7 Attorneys for Plaintiff Sharif Fathy

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to the causes of action One through Eight.

10 Dated: April 19, 2024

MOON LAW GROUP, PC

11 By: 
12 Kane Moon
13 H. Scott Leviant
14 Mariam Ghazaryan
15 Attorneys for Plaintiff Sharif Fathy

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

James Goodman, Esq
jgoodman@ebglaw.com
Kevin Sullivan
ksullivan@ebglaw.com
EPSTEIN BECKER & GREEN, P.C
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 556-8861
Fax: (310) 553-2165

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

Executed on **April 19, 2024**, at Los Angeles, California.

/S/ Ximena Reyes

Signature