

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

05/30/2024

STEPHANIE CAMERON, CLERK
Nay Saelee, Deputy

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie Sohyun Oh (SBN 341157)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

Attorneys for Plaintiff TIM MITCHELL

Mandy L. Jeffcoach, #232313
mjeffcoach@wtjlaw.com
William H. Littlewood, #202877
blittlewood@wtlaw.com
WHITNEY, THOMPSON & JEFFCOACH LLP
970 W. Alluvial Ave.
4 Fresno, California 93711
Telephone: (559) 753-2550
5 Facsimile: (559) 753-2560

Attorneys for Defendant UBEO WEST, LLC
f/k/a RAY A. MORGAN COMPANY, LLC
and RMC A RAY MORGAN COMPANY, LLC

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

TIM MITCHELL, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RAY A. MORGAN COMPANY, LLC, a
limited liability company; RMC A RAY
MORGAN COMPANY, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: VCU292052

[Assigned to Hon. Gary M. Johnson, Dept. 7]

**JOINT STIPULATION FOR LEAVE TO
FILE SECOND AMENDED COMPLAINT;
[PROPOSED] ORDER**

Complaint Filed: November 17, 2021
Trial Date: Not Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2
- 3
- 4
- 5

6
7
8

9
10
11

12
13
14
15

16

17

18
19

20

21

22
23

- 24
25
26
27
28

3. Nothing in this Joint Stipulation shall constitute a waiver of any substantive or procedural challenge to the Complaint, First Amended Complaint, or Second Amended Complaint.

IT IS SO STIPULATED.

Dated: May 23, 2024

Respectfully submitted,

MOON LAW GROUP, PC

By: /s/ Julie Sohyun Oh

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff Tim Mitchell

WHITNEY, THOMPSON & JEFFCOACH LLP

By: /s/ William H. Littlewood

Mandy L. Jeffcoach
William H. Littlewood
Attorneys for Defendant UBEO WEST, LLC

[PROPOSED] ORDER

The Court, having considered the Parties' Joint Stipulation for Leave to File Second Amended Complaint, and good cause appearing, HEREBY ORDERS:

1. The Joint Stipulation is granted;
2. Plaintiff's Second Amended PAGA Representative Action Complaint attached hereto as "**Exhibit A**" is deemed filed as of the date of the Court approves this Joint Stipulation;
3. Defendant makes no admissions and shall not be deemed to make any admissions as a result of this Joint Stipulation; and
4. Nothing in this Joint Stipulation shall constitute a waiver of any substantive or procedural challenge to the Complaint, First Amended Complaint, or Second Amended Complaint.

IT IS SO ORDERED.

Date: 05/30/2024



Honorable Gary M. Johnson
Judge of the Tulare County Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie Sohyun Oh (SBN 341157)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

Attorneys for Plaintiffs TIM MITCHELL
and MIGUEL ANGEL GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

TIM MITCHELL, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

RAY A. MORGAN COMPANY, LLC, a limited
liability company; RMC A RAY MORGAN
COMPANY, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants

Case No.: VCU292052

**SECOND AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT 1

THE PARTIES 3

 A. Plaintiffs 3

 B. Defendants..... 3

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION 5

FIRST CAUSE OF ACTION 9

PRAYER FOR RELIEF 11

DEMAND FOR JURY TRIAL 112

1 Plaintiffs Tim Mitchell and Miguel Angel Gomez (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants UBEO WEST, LLC (formerly
6 known as Ray A. Morgan Company, LLC and RMC A Ray Morgan Company, LLC) and Does 1
7 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private
8 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming
9 from Defendants’ failure to pay for all hours worked (including minimum wages, straight time
10 wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest
11 breaks, failure to indemnify necessary business expenses, failure to maintain accurate records of
12 hours worked and meal periods, failure to timely pay all wages to terminated employees, and
13 failure to furnish accurate wage statements.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution or
22 other damages other than civil penalties—California has enacted the PAGA to permit an individual
23 to bring an action on behalf of himself and on behalf of others for PAGA penalties only, which is
24 the precise and sole nature of this action.

25 3. All California employees during the relevant statutes of limitations who performed
26 work for UBEO WEST, LLC and have been harmed by Defendants’ illegal practices are
27 “Aggrieved Employees.”
28

1 4. Plaintiffs bring this action against Defendants seeking only to recover penalties for
2 themselves, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of
3 the State of California. Plaintiffs do not seek to recover anything other than penalties as
4 permitted by California Labor Code Section 2699 at this time. To the extent that statutory
5 violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or
6 special damages for those violations, but simply penalties as permitted by California Labor Code
7 Section 2699, declaratory relief, and injunctive relief for themselves and all Aggrieved
8 Employees as permitted by the PAGA.

9 5. Defendants own/owned and operate/operated an industry, business, and
10 establishment within the State of California, including Tulare County. As such, and based upon
11 all the facts and circumstances incident to Defendants' business in California, Defendants are
12 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
13 ("IWC"), and the California Business & Professions Code.

14 6. Despite these requirements, throughout the statutory period Defendants
15 maintained a systematic, company-wide policy and practice of:

- 16 (a) Failing to pay employees for all hours worked, including all minimum
17 wages, and overtime wages in compliance with the California Labor Code
18 and IWC Wage Orders;
- 19 (b) Failing to provide employees with timely and duty-free meal periods in
20 compliance with the California Labor Code and IWC Wage Orders, failing
21 to maintain accurate records of all meal periods taken or missed, and
22 failing to pay an additional hour's pay for each workday a meal period
23 violation occurred;
- 24 (c) Failing to authorize and permit employees to take timely and duty-free rest
25 periods in compliance with the California Labor Code and IWC Wage
26 Orders, and failing to pay an additional hour's pay for each workday a rest
27 period violation occurred;

- (d) Failing to indemnify employees for all necessary business expenses incurred;
- (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (f) Failing to maintain accurate records of the hours that employees worked; and
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

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

8. 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 Plaintiffs 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. Plaintiffs

9. Plaintiff Tim Mitchell is a California resident that worked for Defendants in the County of Tulare, State of California, as a copier repair technician from approximately April 2016 to September 2020. Plaintiff Miguel Angel Gomez is a California resident that worked for Defendants in the State of California, as a driver from approximately July 2022 to October 2022.

B. Defendants

10. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant UBEO WEST, LLC is:

- 1 (a) A limited liability company with its principal place of business in Tulare,
2 California;
- 3 (b) A business entity conducting business in numerous counties throughout the
4 State of California, including in Tulare County; and
- 5 (c) The former employers of Plaintiffs, and the current and/or former of
6 Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
7 Aggrieved Employees to work, and/or controlled their wages, hours, or
8 working conditions.

9 11. Plaintiffs do not currently know the true names or capacities of the persons or
10 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
11 names. Each of the Doe Defendants was in some manner legally responsible for the damages
12 suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
13 complaint to set forth the true names and capacities of these Defendants when they have been
14 ascertained, together with appropriate charging allegations, as may be necessary.

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

19 13. Plaintiffs are informed and believe and thereon allege that at all relevant times
20 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
21 and the other Aggrieved Employees, and exercised control over their wages, hours, and working
22 conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each
23 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
24 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
25 interest of some or all of the other Defendants, and was engaged with some or all of the other
26 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
27 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
28 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and

1 within the scope of the relationships alleged above, that each Defendant knew or should have
2 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
3 conduct of all other Defendants.

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

5 14. Plaintiff Tim Mitchell is a California resident who worked for Defendants in the
6 County of Los Angeles, State of California, as a copier repair technician from approximately
7 April 2016 to September 2020. Plaintiff Miguel Angel Gomez is a California resident that
8 worked for Defendants in the State of California, as a driver from approximately July 2022 to
9 October 2022. During the statutory time period, Defendants classified Plaintiffs as non-exempt
10 from California's overtime requirements and paid Plaintiffs an hourly wage. During the statutory
11 time period, Plaintiffs were typically scheduled to work 5 days in a workweek, and typically in
12 excess of 8 hours in a single workday.

13 15. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
14 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
15 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
16 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
17 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
18 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
19 working for Defendants was typical and illustrative.

20 16. Throughout the statutory period, Defendants maintained a policy and practice of
21 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime
22 wages. Plaintiffs and the Aggrieved Employees were required to work "off the clock" without
23 compensation. For example, Plaintiff Mitchell and other Aggrieved Employees sometimes took
24 the company vehicles home, but were not permitted to run personal errands with those vehicles,
25 and were only permitted to go to and from work. However, Plaintiff Mitchell and other
26 Aggrieved Employees were not compensated for the commute time. Also, Plaintiff Mitchell and
27 the Aggrieved Employees were required to provide maintenance for the vehicles, and were not
28 paid for the off-the-clock time that they drove to provide maintenance for these vehicles. Also,

1 Plaintiffs and the Aggrieved Employees conducted pre-shift work prior to clocking in, which
2 included loading supplies for copiers and printers onto the vehicles, uncompensated. Also
3 throughout the statutory period, Plaintiffs and the Aggrieved Employees received non-
4 discretionary bonuses and other remuneration. However, Defendants did not incorporate all
5 remuneration when calculating the correct overtime rate of pay, leading to underpayment of
6 wages. In maintaining a practice of not paying all wages owed, Defendants failed to maintain
7 accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

8 17. Throughout the statutory period, Defendants have wrongfully failed to provide
9 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
10 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
11 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
12 free meal period for every five hours of work, or without compensating Plaintiffs and the
13 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
14 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the
15 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
16 for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
17 policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved Employees in
18 compliance with California law.

19 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
21 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
22 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
23 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
24 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees
25 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
26 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover,
27 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
28 Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices

1 regarding the timing of rest periods. Defendants also did not have adequate policies or practices
2 to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods.
3 Further, Defendants did not maintain accurate records of employee work periods, and therefore
4 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
5 during the middle of each work period. Accordingly, Defendants' policy and practice was to not
6 authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance
7 with California law.

8 19. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
9 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
10 Defendants without reimbursement, such as the purchase of tools and work shorts. Further,
11 Plaintiff Mitchell and some Aggrieved Employees were required to store tools and other
12 inventory of parts and items at home, without reimbursement. Plaintiffs and the Aggrieved
13 Employees were also required to wash the company vehicle, without reimbursement. In addition,
14 Plaintiffs and the Aggrieved Employees were required to use their personal cell phones for work
15 purposes, without reimbursement.

16 20. Throughout the statutory period, Defendants willfully failed and refused to timely
17 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
18 all minimum wages, overtime wages, meal period premium wages, and rest period premium
19 wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final
20 paychecks immediately upon termination.

21 21. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
22 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
23 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
24 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
25 provided in accordance with California law, correct wages for rest periods that were not
26 authorized and permitted to take in accordance with California law, and Defendant's address).
27 Further, the wage statements do not show Defendant's address as required by California law. As
28

1 a result of these violations of California Labor Code § 226(a), Plaintiffs and the Aggrieved
2 Employees suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid
4 minimum wages, overtime wages, meal period premium wages, and rest
5 period premium wages to which they were entitled, even though they were
6 entitled;
- 7 (b) the violations led them to believe that they had been paid the minimum,
8 overtime, meal period premium, and rest period premium wages, even
9 though they had not been;
- 10 (c) the violations led them to believe they were not entitled to be paid
11 minimum, overtime, meal period premium, and rest period premium wages
12 at the correct California rate even though they were;
- 13 (d) the violations led them to believe they had been paid minimum, overtime,
14 meal period premium, and rest period premium wages at the correct
15 California rate even though they had not been;
- 16 (e) the violations hindered them from determining the amounts of minimum,
17 overtime, meal period premium, and rest period premium owed to them;
- 18 (f) in connection with their employment before and during this action, and in
19 connection with prosecuting this action, the violations caused them to have
20 to perform mathematical computations to determine the amounts of wages
21 owed to them, computations they would not have to make if the wage
22 statements contained the required accurate information;
- 23 (g) by understating the wages truly due them, the violations caused them to
24 lose entitlement and/or accrual of the full amount of Social Security,
25 disability, unemployment, and other governmental benefits; and
- 26 (h) the wage statements inaccurately understated the wages, hours, and wages
27 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
28

Plaintiffs and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

FIRST CAUSE OF ACTION

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

22. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

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

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

25. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. On November 11, 2021, Plaintiff Tim Mitchell gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Mitchell also paid the filing fee. Plaintiff Mitchell's PAGA case number is LWDA-CM-852056-21. On April 27, 2023, Plaintiff Miguel Angel Gomez gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated

1 against Plaintiff and current and former aggrieved employees, including the facts and theories to
2 support the violations. Plaintiff Gomez also paid the filing fee. Plaintiff Gomez's PAGA case
3 number is LWDA-CM-951258-23.

4 26. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
5 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
6 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

7 27. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
8 Workforce Development Agency has not indicated that it intends to investigate Defendants'
9 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
10 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
11 the Labor Code described in this Complaint. These penalties include, but are not limited to,
12 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

21 29. During the time period of employment for Plaintiffs and the Aggrieved
22 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
23 by failing to maintain accurate records showing meal periods. Defendants' failure to provide and
24 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the
25 Aggrieved Employees the ability to know, understand and question the accuracy and frequency
26 of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the
27 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
28 Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and

1 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
2 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully
3 perform its obligation under state law, all to their respective damage in amounts according to
4 proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and
5 applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an
6 injury in that they were prevented from knowing, understanding, and disputing the wage
7 payments paid to them.

8 30. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
9 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
10 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
11 to be shown according to proof at trial. These penalties are in addition to all other remedies
12 permitted by law.

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

16 **PRAYER FOR RELIEF**

17 Plaintiffs, individually, and on behalf of all similarly aggrieved employees, pray for relief
18 and judgment against Defendants, jointly and severally, as follows:

19 1. That the Court declare, adjudge and decree that Defendants violated the California
20 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
21 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
22 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
23 worked and meal periods;

24 2. An award of civil penalties on behalf of Plaintiffs and all similarly aggrieved
25 employees pursuant to PAGA;

26 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

27 4. Attorneys' fees and costs reasonably incurred;

28 //

- 1 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
2 6. Such other and further relief that the Court deems proper.

3
4 Dated: May 23, 2024

Respectfully submitted,

5 MOON LAW GROUP, PC

6
7 By: 

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff

8
9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

12
13 Dated: May 23, 2024

MOON LAW GROUP, PC

14
15 By: 

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 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 May 23, 2024, I served the foregoing document
8 described as:

9 **JOINT STIPULATION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT;
10 [PROPOSED] ORDER**

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

13 X by E-mailing ___ the original X a true copy to the following:

14 Tara Zabehi (SBN 314706)
15 Travis J. Maher (SBN 327206)
16 Margaux Gundzik (SBN 340116)
17 LAWYERS for JUSTICE, PC
18 410 West Arden Avenue, Suite 203
19 Glendale, California 91203
20 Telephone: (818) 265-1020

21 Bill Littlewood (blittlewood@wtjlaw.com)
22 Nicole Lee (nlee@wtjlaw.com)
23 Kisten Jensen (kjensen@wtjlaw.com)
24 Mandy Jeffcoach
25 (mjeffcoach@wtjlaw.com)
26 WHITNEY THOMPSON &
27 JEFFCOACH
28 970 W. Alluvial Avenue
Fresno, CA 93711
Telephone: 559-753-2556

19 ***Attorney for Defendant***

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

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 May 23, 2024, at Los Angeles, California.

Steven Delgado
Name



Signature