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Attorneys for Plaintiff JORDON NORRIS

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

JORDON NORRIS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

SCHILLING ROBOTICS, LLC, a limited
liability company; FMC TECHNOLOGIES,
INC., a Delaware corporation; EQ TALENT
SOLUTIONS, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants

Case No.: CV2021-2251

*Assigned for All Purposes to the Honorable Samuel
T. McAdam, Dept. 9*

**FIRST 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];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]

DEMAND FOR JURY TRIAL

PAGA Case No.

LWDA-CM-859553-21: December 24, 2021

Action Filed:

December 29, 2021

Trial Date:

None Set

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

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

28 5. Despite these requirements, throughout the statutory period Defendants maintained a

1 systematic, company-wide policy and practice of:

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

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

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

1 “respondeat superior”.

2 **THE PARTIES**

3 **A. Plaintiff**

4 8. Plaintiff is a California resident that worked for Defendants in the County of Yolo, State
5 of California, as a warehouse associate from approximately May 2021 to June 2021.

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

9 **B. Defendants**

10 10. Plaintiff is informed and believes, and based upon that information and belief alleges,
11 that Defendant Schilling Robotics, LLC is:

- 12 (a) A limited liability company with its principal place of business in Yolo,
13 California.
- 14 (b) A business entity conducting business in numerous counties throughout the
15 State of California, including in Yolo County;
- 16 (c) The former employer of Plaintiff, and the current and/or former employer of the
17 putative Class. Defendants suffered and permitted Plaintiff, the Class and
18 Aggrieved Employees to work, and/or controlled their wages, hours, or working
19 conditions; and
- 20 (d) At all times mentioned herein, Defendants, and each of them, were joint
21 employers of Plaintiff, the Class and Aggrieved Employees.

22 11. Plaintiff is informed and believes, and based upon that information and belief alleges,
23 that Defendant FMC Technologies, Inc. is:

- 24 (a) A Delaware corporation with its principal place of business in Yolo, California.
- 25 (b) A business entity conducting business in numerous counties throughout the
26 State of California, including in Yolo County;
- 27 (c) The former employer of Plaintiff, and the current and/or former employer of the
28 putative Class. Defendants suffered and permitted Plaintiff, the Class and

Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff, the Class and Aggrieved Employees.

12. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant EQ Talent Solutions, LLC is:

(a) A limited liability company with its principal place of business in Yolo, California.

(b) A business entity conducting business in numerous counties throughout the State of California, including in Yolo County;

(c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiff, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff, the Class and Aggrieved Employees.

13. 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, the Class and Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

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

15. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and

1 working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
2 each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
3 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
4 interest of some or all of the other Defendants, and was engaged with some or all of the other
5 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other
6 Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is
7 informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope
8 of the relationships alleged above, that each Defendant knew or should have known about, and
9 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
10 Defendants.

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

12 16. Plaintiff is a California resident who worked for Defendants in the County of Yolo, State
13 of California, as a warehouse associate, from approximately May 2021 to June 2021. During the
14 statutory period, Defendants classified Plaintiff as non-exempt from California's overtime
15 requirements, and paid Plaintiff an hourly wage.

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

23 18. Throughout the statutory period, Defendants maintained a policy and practice of not
24 paying Plaintiff, the Class and Aggrieved Employees for all hours worked, including all overtime
25 wages. Plaintiff, the Class and Aggrieved Employees were not paid for all time worked, but instead
26 Defendants paid Plaintiff, the Class and Aggrieved Employees based on their schedule. As a result,
27 Plaintiff, the Class and Aggrieved Employees were not paid for the time they arrived early for work to
28 perform pre-clock-in activities such as COVID screening and waiting in line in order to undergo this

1 screening. Further, Plaintiff, the Class and Aggrieved Employees stayed after their regular shifts to
2 perform additional work, but were not compensated for this time. Defendants failed to record and
3 maintain the actual hours worked by Plaintiff, the Class and Aggrieved Employees. Also, Defendants
4 maintained a bell system for meal breaks, and automatically deducted 30 minutes for meal breaks.
5 However, in those instances where Plaintiff, the Class and Aggrieved Employees were unable to take
6 a meal break immediately upon the bell ringing, they were not compensated for all time worked. In
7 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of
8 the hours Plaintiff, the Class and Aggrieved Employees worked.

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

20 20. Throughout the statutory period, Defendants have wrongfully failed to authorize and
21 permit Plaintiff, the Class and Aggrieved Employees to take timely and duty-free rest periods.
22 Defendants sometimes, but not always, required Plaintiff, the Class and Aggrieved Employees to work
23 in excess of four consecutive hours a day without Defendants authorizing and permitting them to take
24 a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
25 of four hours), or without compensating Plaintiff, the Class and Aggrieved Employees for rest periods
26 that were not authorized or permitted. Defendants also did not adequately inform Plaintiff, the Class
27 and Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
28 adequate policies or practices permitting or authorizing rest periods for Plaintiff, the Class and

1 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of
2 rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff,
3 the Class and Aggrieved Employees were taking their required rest periods. Accordingly, Defendants'
4 policy and practice was to not authorize and permit Plaintiff, the Class and Aggrieved Employees to
5 take rest periods in compliance with California law.

6 21. Throughout the statutory period, Defendants wrongfully required Plaintiff, the Class and
7 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
8 Defendants without reimbursement.

9 22. Throughout the statutory period, Defendants failed to provide adequate and suitable
10 seating to its employees, despite the fact that seating was possible for its employees throughout the
11 workday.

12 23. Throughout the statutory period, Defendants willfully failed and refused to timely pay
13 Plaintiff, the Class and Aggrieved Employees at the conclusion of their employment all wages for all
14 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
15 Defendants also did not pay the final wages timely after termination. Defendants also failed to pay
16 Plaintiff, the Class and Aggrieved Employees their final paychecks in a timely manner promptly upon
17 termination.

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

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

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

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

CLASS ACTION ALLEGATIONS

25. Plaintiff brings certain claims individually, as well as on behalf of each and all other

persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

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

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

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

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

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

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

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys'

fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

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

31. 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.

32. 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.

33. 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.

FIRST CAUSE OF ACTION

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

34. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

36. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff, the Class and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require

1 such compensation to non-exempt employees.

2 37. Accordingly, Plaintiff, the Class and Aggrieved Employees are entitled to recover
3 minimum wages for all non-overtime hours worked for Defendants.

4 38. By and through the conduct described above, Plaintiff, the Class and Aggrieved
5 Employees have been deprived of their rights to be paid wages earned by virtue of their employment
6 with Defendants.

7 39. By virtue of the Defendants' unlawful failure to pay additional compensation to
8 Plaintiff, the Class and Aggrieved Employees for their non-overtime hours worked without pay,
9 Plaintiff, the Class and Aggrieved Employees suffered, and will continue to suffer, damages in
10 amounts which are presently unknown to Plaintiff, the Class and Aggrieved Employees, but which
11 exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at
12 trial.

13 40. By failing to keep adequate time records required by California Labor Code § 1174(d),
14 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
15 Plaintiff, the Class and Aggrieved Employees.

16 41. Pursuant to California Labor Code section 1194.2, Plaintiff, the Class and Aggrieved
17 Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay
18 minimum wages.

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

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

28 ///

1 **SECOND CAUSE OF ACTION**

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

3 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
4 through 24 in this Complaint.

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

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

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

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

19 49. By virtue of Defendants' unlawful failure to pay additional premium rate compensation
20 to the Plaintiff, the Class and Aggrieved Employees for their overtime hours worked, Plaintiff, the
21 Class and Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which
22 are presently unknown to them but which exceed the jurisdictional minimum of this Court and which
23 will be ascertained according to proof at trial.

24 50. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
25 have made it difficult to calculate the full extent of overtime compensation due to Plaintiff, the Class
26 and Aggrieved Employees.

27 51. Plaintiff, the Class and Aggrieved Employees also request recovery of overtime
28 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code

1 § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as
2 provided by the California Labor Code and/or other statutes.

3 52. California Labor Code § 204 requires employers to provide employees with all wages
4 due and payable twice a month. The Wage Orders also provide that every employer shall pay to each
5 employee, on the established payday for the period involved, overtime wages for all overtime hours
6 worked in the payroll period. Defendants failed to provide Plaintiff, the Class and Aggrieved
7 Employees with all compensation due, in violation of California Labor Code § 204.

8 **THIRD CAUSE OF ACTION**

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

10 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
11 through 24 in this Complaint.

12 54. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff,
13 the Class and Aggrieved Employees of all duty in order to take their first daily meal periods no later
14 than the start of Plaintiff, the Class and Aggrieved Employees' sixth hour of work in a workday, and
15 to take their second meal periods no later than the start of the eleventh hour of work in the workday.
16 Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that
17 an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It
18 is a violation of Section 226.7 of the California Labor Code for an employer to require any employee
19 to work during any meal period mandated under any Wage Order.

20 55. Despite these legal requirements, Defendants regularly failed to provide Plaintiff, the
21 Class and Aggrieved Employees with both meal periods as required by California law. By their
22 failure to permit and authorize Plaintiff, the Class and Aggrieved Employees to take all meal periods
23 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
24 uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the
25 California Labor Code and the applicable Wage Orders.

26 56. Under California law, Plaintiff, the Class and Aggrieved Employees are entitled to be
27 paid one hour of additional wages for each workday he or she was not provided with all required meal
28 period(s), plus interest thereon.

1 **FOURTH CAUSE OF ACTION**

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

3 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
4 through 24 in this Complaint.

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

14 59. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class and
15 Aggrieved Employees to take rest breaks, regardless of whether employees worked more than 4 hours
16 in a workday. By their failure to permit and authorize Plaintiff, the Class and Aggrieved Employees to
17 take rest periods as alleged above (or due to the fact that Defendants made it impossible or
18 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of
19 Section 226.7 of the California Labor Code and the applicable Wage Orders.

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

23 **FIFTH CAUSE OF ACTION**

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

25 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
26 through 24 in this Complaint.

27 62. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to
28 pay and indemnify the Plaintiff, the Class and Aggrieved Employees for their necessary expenditures

1 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
2 directions of Defendants.

3 63. As a result, Plaintiff, the Class and Aggrieved Employees were damaged at least in the
4 amounts of the expenses they paid, or which were deducted by Defendants from their wages.

5 64. Plaintiff, the Class and Aggrieved Employees they represent are entitled to attorney's
6 fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor
7 Code section 2802(b).

8 **SIXTH CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 10 **Penalties)**

11 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
12 through 24 in this Complaint.

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

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

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

74. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly

1 identify the gross wages earned by Plaintiff, the Class and Aggrieved Employees, the failure to list the
2 true “total hours worked by the employee,” and the failure to list the true net wages earned.

3 75. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff, the
4 Class and Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

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

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

14 78. Plaintiff, the Class and Aggrieved Employees are entitled to recover from Defendants
15 their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

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

19 **EIGHTH CAUSE OF ACTION**

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

22 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
23 through 24 in this Complaint.

24 81. Defendants, and each of them, are “persons” as defined under California Business &
25 Professions Code § 17201.

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

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

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

Failure to Pay Minimum Wages

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

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

89. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair

1 activity prohibited by Business and Professions Code §§ 17200, *et seq.*

2 Failure to Indemnify Necessary Business Expenses

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

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

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

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

15 93. Plaintiff, the Class and Aggrieved Employees Members suffered monetary injury as a
16 direct result of Defendants' wrongful conduct.

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

23 95. Plaintiff, individually, and on behalf of members of the putative class, are further
24 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
25 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in
26 any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

27 96. Plaintiff, individually, and on behalf of members of the putative class, have no plain,
28 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a

1 consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
2 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and
3 on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm
4 unless the Defendants, and each of them, are restrained from continuing to engage in said unfair,
5 unlawful and/or fraudulent business practices.

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

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

15 **NINTH CAUSE OF ACTION**

16 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,**
17 **Cal. Lab. Code §§ 2699, et seq.)**

18 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
19 through 24 in this Complaint.

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

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

1 102. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code §
2 2699.3. On December 24, 2021, Plaintiff gave written notice by online filing to the Labor and
3 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
4 Labor Code that Defendants have violated against Plaintiff and certain current and former aggrieved
5 employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.
6 Plaintiff's PAGA case number is LWDA-CM-859553-21.

7 103. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and
8 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
9 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
10 penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code
11 described in this Complaint. These penalties include, but are not limited to, penalties under California
12 Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

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

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

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

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

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

14 **PRAYER FOR RELIEF**

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

17 **Class Certification**

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

22 **As to the First Cause of Action**

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

- 26 5. For general unpaid wages as may be appropriate;

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

1 7. For liquidated damages;

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

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

5 As to the Second Cause of Action

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

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

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

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

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

15 As to the Third Cause of Action

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

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

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

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

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

24 As to the Fourth Cause of Action

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

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

28 22. For pre-judgment interest on any unpaid compensation commencing from the date such

1 amounts were due;

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

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

5 As to the Fifth Cause of Action

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

8 26. For general unpaid wages and reimbursement of business expenses as may be
9 appropriate;

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

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

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

14 As to the Sixth Cause of Action

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

18 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
19 employees who have left Defendants' employ;

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

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

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

23 As to the Seventh Cause of Action

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

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

28 37. For injunctive relief to ensure compliance with this section, pursuant to California Labor

Code § 226(h);

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

As to the Ninth Cause of Action

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

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

1 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
2 Labor Code § 2699; and,

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

4 As to all Causes of Action

5 50. For any additional relief that the Court deems just and proper.

6 Dated: May 24, 2022

Respectfully submitted,
MOON & YANG, APC

7
8
9 By:  _____

KANE MOON
ROY K. SUH

10 Attorneys for Plaintiff

11
12 **DEMAND FOR JURY TRIAL**

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

14 Dated: May 24, 2022

MOON & YANG, APC

15
16 By:  _____

KANE MOON
ROY K. SUH

17 Attorneys for Plaintiff

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1055 West Seventh Street, Suite 1880 Los Angeles, California 90017. On the date indicated below, I served the following document or documents: on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

1. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☒ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☒ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY E-MAIL:** As a supplement or courtesy method of service, I caused the documents to be sent to the person(s) at the e-mail address(es) listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

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Attorneys for Defendant EQ TALENT
SOLUTIONS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct. Executed on May 24, 2022,

Ivette Hernandez

Type or Print Name

Signature

