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

SARA GABRIELA MAUL, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE ILLUMINATION FOUNDATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 30-2022-01241473-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, 1197 and 1197.1];
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 §§ 2800 and 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

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1 Plaintiffs Sara Gabriela Maul, Kristine Marie Puga, and Brianna Blue (“Plaintiffs”), based upon
2 facts that 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 The Illumination Foundation, and Does 1
6 through 10 (Defendants are collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum wages,
8 failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest
9 periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish
11 accurate wage statements.

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
13 action on behalf of themselves 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 Plaintiffs 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. Plaintiffs bring 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 Plaintiffs, 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 Orange 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 but not limited to
- 3 missed, short, late, interrupted meal and rest periods), including all minimum
- 4 wages, and overtime wages in compliance with the California Labor Code and
- 5 IWC Wage Orders;
- 6 (b) Failing to include shift differentials/nondiscretionary bonuses/non-discretionary
- 7 performance pay in the calculation of the regular rate for the overtime rate
- 8 (c) Failing to provide employees with timely and duty-free meal periods in
- 9 compliance with the California Labor Code and IWC Wage Orders, failing to
- 10 maintain accurate records of all meal periods taken or missed, and failing to pay
- 11 an additional hour's pay at the regular rate of pay for each workday a meal period
- 12 violation occurred;
- 13 (d) Failing to authorize and permit employees to take timely and duty-free rest
- 14 periods in compliance with the California Labor Code and IWC Wage Orders,
- 15 and failing to pay an additional hour's pay at the regular rate of pay for each
- 16 workday a rest period violation occurred;
- 17 (e) Failing to indemnify employees for necessary business expenses incurred;
- 18 (f) Willfully failing to pay employees all minimum wages, overtime wages, meal
- 19 period premium wages, and rest period premium wages due within the time
- 20 period specified by California law when employment terminates;
- 21 (g) Failing to pay employees all minimum wages, overtime wages, meal period
- 22 premium wages, and rest period premium wages due within the time period
- 23 permissible under California Labor Code section 204;
- 24 (h) Failing to maintain accurate records of the hours that employees worked;
- 25 (i) Failing to maintain accurate and complete payroll records; and
- 26 (j) Failing to provide employees with accurate, itemized wage statements containing
- 27 all the information required by the California Labor Code and IWC Wage Orders.

28 6. 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.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class and 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

8. Plaintiff Sara Gabriela Maul is a California resident that worked for Defendants in the County of Orange, State of California, as a medical coordinator from approximately August 2021 to December 2021.

9. Plaintiff Kristine Marie Puga is a California resident that worked for Defendants in the County of Orange, State of California, from approximately February 2020 to April 2021.

10. Plaintiff Briana Blue is a California resident that worked for Defendants in the County of Orange, State of California, from approximately May 2020 to May 2021.

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

B. Defendants

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant The Illumination Foundation is:

(a) A California non-profit corporation with its principal place of business in Orange, California.

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

(c) The former employer of Plaintiffs, and the current and/or former employer of the

putative Class. Defendants suffered and permitted Plaintiffs, the Class, and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

13. Plaintiffs do 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 Plaintiffs, the Class, and Aggrieved Employees as alleged herein. Plaintiffs 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 Plaintiffs, the Class, and Aggrieved Employees in the State of California.

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

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. Plaintiffs are California residents who worked for Defendants in the County of Orange, State of California, during the statutory period. During the statutory period, Defendants classified Plaintiffs as non-exempt from California's overtime requirements, and paid Plaintiffs an hourly wage.

1 During the statutory period, Plaintiffs typically worked five days per workweek and eight or more hours
2 each workday.

3 17. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked
4 (including minimum wages and overtime wages), failure to accurately calculate the regular rate of pay
5 for overtime, failed to provide Plaintiffs with uninterrupted meal periods and/or pay an hour premium at
6 the regular rate of pay, failed to authorize and permit Plaintiffs to take uninterrupted rest periods and/or
7 pay a premium at the regular rate of pay, failed to indemnify Plaintiffs for necessary business expenses,
8 failed to timely pay wages to Plaintiff in accordance with Labor Code section 204, failed to timely pay
9 all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to maintain
10 accurate and complete payroll records, and failed to furnish accurate wage statements to Plaintiffs. As
11 discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

12 18. Throughout the statutory period, Defendants maintained a policy and practice of not
13 paying Plaintiffs, the Class, and Aggrieved Employees for all hours worked, including all overtime
14 wages. Plaintiffs, the Class, and Aggrieved Employees received non-discretionary bonuses, shift
15 differentials, and other remuneration. However, Defendants failed to incorporate all remuneration when
16 calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay,
17 leading to underpayment to Plaintiffs, the Class, and Aggrieved Employees. Also throughout the
18 statutory period, Plaintiffs, the Class and Aggrieved Employees were required to work "off the clock"
19 and uncompensated. For example, Plaintiffs, the Class, and Aggrieved Employees were required to
20 undergo COVID screening prior to clocking into work each workday, including waiting in line in order
21 to undergo the screening, off the clock and uncompensated. In maintaining a practice of not paying all
22 wages owed, Defendants failed to maintain accurate records of the hours Plaintiffs, the Class, and
23 Aggrieved Employees worked.

24 19. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiffs,
25 the Class, and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but
26 not always, required Plaintiffs, the Class, and Aggrieved Employees to work in excess of five
27 consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal
28 period for every five hours of work, or without compensating Plaintiffs, the Class, and Aggrieved

1 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
2 work. Defendants also did not adequately inform Plaintiffs, the Class, and Aggrieved Employees of their
3 right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
4 the end of the tenth hour of work. Moreover, Defendants failed to pay Plaintiffs, the Class, and
5 Aggrieved Employees one additional hour of pay at Plaintiffs', the Class' and, Aggrieved Employees'
6 regular rate of pay when a meal period was missed, late, interrupted, or short. Accordingly, Defendants'
7 policy and practice was to not provide meal periods to Plaintiffs, the Class, and Aggrieved Employees
8 and/or pay an additional hour premium at the regular rate of pay in compliance with California law.

9 20. Throughout the statutory period, Defendants have wrongfully failed to authorize and
10 permit Plaintiffs, the Class, and Aggrieved Employees to take timely and duty-free rest periods.
11 Defendants sometimes, but not always, required Plaintiffs, the Class, and Aggrieved Employees to work
12 in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a
13 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of
14 four hours), or without compensating Plaintiffs, the Class and Aggrieved Employees for rest periods that
15 were not authorized or permitted. Defendants also did not adequately inform Plaintiffs, the Class, and
16 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate
17 policies or practices permitting or authorizing rest periods for Plaintiffs, the Class, and Aggrieved
18 Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods.
19 Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the Class, and
20 Aggrieved Employees were taking their required rest periods. Moreover, Defendants failed to pay
21 Plaintiffs, the Class, and Aggrieved Employees one additional hour of pay at Plaintiffs', the Class' and,
22 Aggrieved Employees' regular rate of pay when a rest period was missed, late, interrupted, or short.
23 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, the Class, and
24 Aggrieved Employees to take rest periods and/or pay an additional hour premium at the regular rate of
25 pay in compliance with California law.

26 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class,
27 and Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
28 Defendants without reimbursement, such as the purchase of specific types of scrubs, supplies, and

1 masks. Also, Plaintiffs, the Class, and Aggrieved Employees were required to use their personal cellular
2 telephones for work-related purposes, including to communicate with coworkers and to confirm
3 appointments/make arrangements for transportation, and to download applications, without
4 reimbursement.

5 22. Throughout the statutory period, Defendants willfully failed and refused to timely pay
6 Plaintiffs, the Class, and Aggrieved Employees at the conclusion of their employment all wages for all
7 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
8 Defendants also did not pay the final wages timely after termination. Defendants also failed to pay
9 Plaintiffs, the Class, and Aggrieved Employees all wages owed to them during their employment.

10 23. Throughout the statutory period, Defendants failed to keep complete and accurate payroll
11 records for Plaintiffs, the Class, and Aggrieved employees in accordance with California law.

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

- 21 (a) the violations led them to believe that they were not entitled to be paid minimum
22 wages, overtime wages, meal period premium wages, and rest period premium
23 wages to which they were entitled, even though they were entitled;
- 24 (b) the violations led them to believe that they had been paid the minimum, overtime,
25 meal period premium, and rest period premium wages, even though they had not
26 been;
- 27 (c) the violations led them to believe they were not entitled to be paid minimum,
28 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 Plaintiffs, the Class, and Aggrieved Employees were entitled, and Plaintiffs, the Class, and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

CLASS ACTION ALLEGATIONS

25. Plaintiffs bring 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 Plaintiffs seek 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, Plaintiffs were members of the Class.

29. Plaintiffs undertake 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 Plaintiffs 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: Plaintiffs are 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 Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are 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. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have 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 pay all wages due to Class Members during their employment;
- (e) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

- (f) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (g) Failed to provide accurate wage statements;
- (h) Failed to reimburse Class Members for all necessary business expenses; and
- (i) 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. Plaintiffs contemplate 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, Plaintiffs 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 and Failure to Timely Pay Wages During Employment)

34. Plaintiffs incorporate by reference and re-allege 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 Plaintiffs and the Class 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 such compensation to non-exempt employees.

37. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all non-

overtime hours worked for Defendants.

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

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

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

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

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

43. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum wages, civil penalties, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, 1194(a), 1197, and 1197.1.

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

44. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

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

6 47. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours
7 in a workday, as employees of Defendants.

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

12 49. At all times relevant hereto, Plaintiffs, the Class, and Aggrieved Employees received
13 non-discretionary bonuses, shift differentials, and other remuneration which were not included in the
14 regular rate calculation for overtime.

15 50. By virtue of Defendants' unlawful failure to pay additional premium rate compensation
16 to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered,
17 and will continue to suffer, damages in amounts which are presently unknown to them but which exceed
18 the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

19 51. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
20 have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the
21 Class.

22 52. Plaintiffs and the Class also request recovery of overtime compensation according to
23 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
24 assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor
25 Code and/or other statutes.

26 53. California Labor Code § 204 requires employers to provide employees with all wages
27 due and payable twice a month. The Wage Orders also provide that every employer shall pay to each
28 employee, on the established payday for the period involved, overtime wages for all overtime hours

1 worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all
2 compensation due, in violation of California Labor Code § 204.

3 **THIRD CAUSE OF ACTION**

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

5 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
6 through 24 in this Complaint.

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

15 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the
16 Class with both meal periods as required by California law. By their failure to permit and authorize
17 Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants
18 made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
19 violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

20 57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
21 additional wages at the regular rate of pay for each workday he or she was not provided with all required
22 meal period(s), plus interest thereon.

23 **FOURTH CAUSE OF ACTION**

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

25 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
26 through 24 in this Complaint.

27 59. Defendants are required by California law to authorize and permit breaks of 10
28 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two

hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

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

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

FIFTH CAUSE OF ACTION

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

62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

63. Defendants violated Labor Code section 2800 and 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

65. Plaintiffs and the Class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

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

66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

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

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

70. 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.

71. Plaintiffs and the Class 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.

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

1 action.

2 **SEVENTH CAUSE OF ACTION**

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

5 73. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
6 through 24 in this Complaint.

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

18 75. Defendants have intentionally and willfully failed to provide employees with complete
19 and accurate wage statements. The deficiencies include, among other things, the failure to correctly
20 identify the gross wages earned by Plaintiffs and the Class, the failure to list the true “total hours worked
21 by the employee,” and the failure to list the true net wages earned.

22 76. Defendants have also failed to maintain complete and accurate payroll records relating
23 to Plaintiffs and the Class in accordance with California Labor Code §§1174(d).

24 77. As a result of Defendants’ violation of California Labor Code §§ 226(a) and 1174(d),
25 Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

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

1 Labor Code § 226(a).

2 79. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time
3 consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of
4 having to bring this action to attempt to obtain correct wage information following Defendants' refusal
5 to comply with many of the mandates of California's Labor Code and related laws and regulations.

6 80. Plaintiffs and the Class are entitled to recover from Defendants their actual damages
7 caused by Defendants' failure to comply with California Labor Code §§ 226(a) and 1174(d).

8 81. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
9 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code §
10 226(h).

11 **EIGHTH CAUSE OF ACTION**

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

13 82. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
14 through 24 in this Complaint.

15 83. Defendants, and each of them, are "persons" as defined under California Business &
16 Professions Code § 17201.

17 84. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
18 and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce
19 important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

23 86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
24 predicated on the violation of any state or federal law. All of the acts described herein as violations of,
25 among other things, the California Labor Code, are unlawful and in violation of public policy; and in
26 addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,
27 unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§
28 17200, *et seq.*

1 **Failure to Pay Minimum Wages**

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

5 **Failure to Pay Overtime Wages**

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

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

10 89. Defendants' failure to maintain accurate records of all hours worked in accordance with
11 California Labor Code § 1174.5, § 1174(d) and the IWC Wage Orders constitutes unlawful and/or unfair
12 activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Provide Meal Periods**

14 90. Defendants' failure to provide meal periods in accordance with California Labor Code §§
15 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity
16 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

21 **Failure to Indemnify Necessary Business Expenses**

22 92. Defendants' failure to indemnify employees for necessary business expenses in
23 accordance with California Labor Code § 2800, § 2802 and the IWC Wage Orders, as alleged above,
24 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et*
25 *seq.*

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

27 93. Defendants' failure to provide accurate itemized wage statements in accordance with
28 California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by

1 California Business & Professions Code §§ 17200, *et seq.*

2 94. By and through their unfair, unlawful and/or fraudulent business practices described
3 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all
4 persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable
5 rights and benefits guaranteed by law, all to their detriment.

6 95. Plaintiffs and the Class Members suffered monetary injury as a direct result of
7 Defendants' wrongful conduct.

8 96. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to,
9 and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants
10 have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the
11 above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not
12 obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover
13 restitution.

14 97. Plaintiffs, individually, and on behalf of members of the putative class, are further
15 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
16 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in
17 any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

25 99. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein
26 above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

27 100. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and
28 putative Class Members are entitled to restitution of the wages withheld and retained by Defendants

1 during a period that commences four years prior to the filing of this complaint; a permanent injunction
2 requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of
3 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and
4 an award of costs.

5 **NINTH CAUSE OF ACTION**

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

8 101. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
9 through 24 in this Complaint.

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

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

19 104. Plaintiff Maul has exhausted her administrative remedies pursuant to California Labor
20 Code § 2699.3. On January 11, 2022, Plaintiff Maul gave written notice by online filing to the Labor
21 and Workforce Development Agency and by certified mail to Defendants of the specific provisions of
22 the Labor Code that Defendants have violated against Plaintiff Maul and certain current and former
23 aggrieved employees, including the facts and theories to support the violations. Plaintiff Maul also paid
24 the filing fee. Plaintiff Maul's PAGA case number is LWDA-CM-862240-22.

25 105. Plaintiff Puga has exhausted her administrative remedies pursuant to California Labor
26 Code § 2699.3. On March 24, 2022, Plaintiff Puga provided written notice by online submission to the
27 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor Code
28

1 alleged to have been violated, including the facts and theories to support the alleged violations. Puga's
2 notice. Plaintiff Puga's PAGA case number is LWDA-CM-875158-22.

3 106. Plaintiff Blue has exhausted her administrative remedies pursuant to California Labor
4 Code § 2699.3. On April 19, 2022, Plaintiff Blue provided written notice by online submission to the
5 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor Code
6 alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff
7 Blue's PAGA case number is LWDA-CM-879419-22.

8 107. More than 65 days have elapsed since Plaintiffs provided notice, but the Labor and
9 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code
10 violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover
11 penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described
12 in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code
13 §§ 1194, 2802, 226, and 2699(f)(2).

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

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

1 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of
2 such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
3 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
4 according to 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 injury in
6 that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

7 110. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of
8 civil penalties on behalf of themselves, 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 according
10 to proof at trial. These penalties are in addition to all other remedies permitted by law.

11 111. In addition, Plaintiffs seek 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 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class
16 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 Plaintiffs be appointed as the representative of the Class; and

21 3. That counsel for Plaintiffs 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 wages
25 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 wages
8 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 for
22 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 for
3 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 termination
17 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 Plaintiffs 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.*, § 558 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
7 Dated: July 9, 2024

Respectfully submitted,

8 **MOON LAW GROUP, PC**

9
10 By: 

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff Sara Gabriela Maul

13 **LAWYERS for JUSTICE, PC**

14 By: 

Arman Marukyan
Attorneys for Plaintiffs Kristine Marie Puga and
Brianna Blue

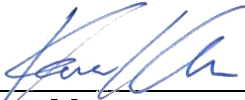
17 **DEMAND FOR JURY TRIAL**

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

19 Dated: July 9, 2024

Respectfully submitted,

20 **MOON LAW GROUP, PC**

21
22 By: 

Kane Moon
Allen Feghali
Julie Sohyun Oh
Attorneys for Plaintiff Sara Gabriela Maul

25 **LAWYERS for JUSTICE, PC**

26 By: 

Arman Marukyan
Attorneys for Plaintiffs Kristine Marie Puga and
Brianna Blue

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 725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017. On July 15, 2024, I served the foregoing document described as:

7 **SECOND AMENDED CLASS AND**
8 **REPRESENTATIVE ACTION COMPLAINT**

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

10 Todd B. Scherwin
11 Anet Drapalski
12 Taylor R. Lee,
13 **FISHER & PHILLIPS LLP**
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Brianna Blue

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

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

23 Executed on July 15, 2024, at Los Angeles, California.

24
25 Steven Delgado
Name

/s/ Steven Delgado
Signature