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FILED
 Superior Court of California
 County of Los Angeles

08/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

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

KEVIN SOTO ESPINO and CESAR LIMA,
 individually and on behalf of others similarly
 situated, and as aggrieved employees and Private
 Attorneys General,

Plaintiff,

vs.

AGS PROTECT, INC., a California corporation;
 ANDREWS GLOBAL SECURITY, a business
 entity of unknown formation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 22STCV15457

**FIRST AMENDED CLASS ACTION AND
 REPRESENTATIVE ACTION
 COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiffs KEVIN SOTO ESPINO and CESAR LIMA (“Plaintiffs”), individually and on behalf
2 of other members of the general public similarly situated, and as private attorneys general, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, allege as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this action against Defendants AGS PROTECT, INC., ANDREWS
7 GLOBAL SECURITY, and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
8 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
9 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages,
11 failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and
12 failure to reimburse necessary business-related expenses.

13 2. Plaintiffs’ First through Eighth Causes of Action are brought as a class action on behalf
14 of themselves and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 14,
16 below) pursuant to California Code of Civil Procedure section 382. The monetary damages and
17 restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will
18 be established according to proof at trial.

19 3. Plaintiffs’ Ninth Cause of Action is brought as a representative action on behalf of
20 themselves and certain other current and former employees of Defendants against whom one or more
21 of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
22 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiffs are aggrieved
23 employees against whom one or more of the alleged violations occurred. The civil penalties sought
24 by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established
25 according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
28 those given by statute to other courts. The statutes under which this action is brought do not specify

1 any other basis for jurisdiction.

2 5. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
4 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
5 them by the California courts consistent with traditional notions of fair play and substantial justice.

6 6. Venue is proper in this Court because, upon information and belief, Defendants
7 maintain offices, have agents, and/or transact business in the State of California, County of Los
8 Angeles.

9 **PARTIES**

10 7. Plaintiff KEVIN SOTO ESPINO and CESAR LIMA are individuals residing in the
11 State of California, County of Los Angeles.

12 8. Defendant AGS PROTECT, INC. is and at all times herein mentioned was, a
13 corporation organized and existing under the laws of the State of California and registered to do
14 business in the state of California.

15 9. Defendant ANDREWS GLOBAL SECURITY is and at all times herein mentioned
16 was, a business entity of unknown formation doing business in the state of California.

17 10. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and
18 therefore sue these defendants by such fictitious names. The Doe defendants may be individuals,
19 partnerships, or corporations. Plaintiffs are informed and believe, and thereon allege, that, at all times
20 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee,
21 co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned
22 acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
23 employment, joint venture and conspiracy. Plaintiffs will amend this Complaint to allege their true
24 names and capacities when ascertained. Plaintiff are informed and believe and thereon allege that each
25 of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein
26 alleged, and that Plaintiffs' damages as herein alleged were proximately caused by their conduct.
27 Defendant AGS PROTECT, INC., ANDREWS GLOBAL SECURITY, and Doe Defendants 1
28 through 50 are collectively referred to herein as "Defendants."

11. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiffs consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

12. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring the First through Eighth Causes of Action as a class action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs’ complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”).

15. Plaintiffs reserve the right to establish other subclasses as appropriate.

16. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other Class Members demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other Class Members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class Member, with whom they have a well-defined community of interest and typicality of

claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, which 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 this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiffs and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other Class Members;

d. Whether Defendants deprived Plaintiffs and the other Class Members of meal and/or

- 1 rest periods or required Plaintiffs and the other Class Members to work during meal
2 and/or rest periods without compensation;
- 3 e. Whether Defendants failed to pay meal period premium wages to Class Members
4 when they were not provided with a legally compliant meal period;
- 5 f. Whether Defendants failed to pay rest period premium wages to Class Members when
6 they were not authorized and permitted to take legally compliant rest periods;
- 7 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other Class
8 Members for all hours worked;
- 9 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the required
10 minimum wage pursuant to California law;
- 11 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
12 overtime compensation pursuant to California law;
- 13 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
14 Members within the time required upon their discharge or resignation from
15 employment;
- 16 k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for all
17 necessary business-related expenses and costs;
- 18 l. Whether Defendants complied with wage reporting as required by the California Labor
19 Code, including section 226;
- 20 m. Whether Defendants' conduct was with malice, fraud or oppression;
- 21 n. Whether Defendants' conduct was willful or reckless;
- 22 o. Whether Defendants engaged in unfair business practices in violation of California
23 Business & Professions Code section 17200, *et seq.* based on their improper
24 withholding of compensation and deduction of wages;
- 25 p. The appropriate amount of damages, restitution, and/or monetary penalties resulting
26 from Defendants' violation of California law; and
- 27 q. Whether Plaintiffs and the other Class Members are entitled to compensatory damages
28 pursuant to the California Labor Code.

GENERAL ALLEGATIONS

18. Defendants are a private security company.

19. Defendants have employed Plaintiffs KEVIN SOTO ESPINO and CESAR LIMA to work as security guards since approximately January of 2019.

20. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

21. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiffs, the Class, and the Aggrieved Employees.

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

23. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, regularly requiring Plaintiffs, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented time rounding practices that at times resulted in the underpayment of wages, including minimum and overtime wages, to Plaintiffs, the Class, and the Aggrieved Employees. Defendants also implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses, failed to timely pay wages during employment and upon termination of employment, and failed to provide accurate itemized wage statements.

1 24. Throughout the time period involved in this case, Defendants have implemented
2 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees with
3 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class, and the
4 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
5 over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods, regularly failed to
6 permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
7 periods, and regularly impeded or discouraged Plaintiffs, the Class, and the Aggrieved Employees
8 from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of
9 work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth
10 hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate
11 records of meal periods taken by Plaintiffs, the Class, and the Aggrieved Employees.

12 25. Throughout the time period involved in this case, Defendants did not adequately inform
13 Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods under California
14 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
15 timing of meal periods for Plaintiffs, the Class, and the Aggrieved Employees. Instead, Defendants'
16 actual policy and practice was to schedule Plaintiffs, the Class, and the Aggrieved Employees in a
17 way Plaintiffs that prohibited them from taking timely and duty-free meal periods, and to require
18 Plaintiffs, the Class, and the Aggrieved Employees to work through their meal periods, for which they
19 were not compensated.

20 26. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
21 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
22 interrupted, or shortened in violation of California law. Defendants knew or should have known that
23 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all meal periods or
24 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
25 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide
26 legally compliant meal periods to Plaintiffs, the Class, and the Aggrieved Employees, and routinely
27 failed to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved Employees at their
28 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

1 27. Throughout the time period involved in this case, Defendants have implemented
2 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
3 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
4 Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods
5 for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty
6 rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to
7 authorize, permit, and provide such rest breaks in the middle of each work period.

8 28. Throughout the time period involved in this case, Defendants did not adequately inform
9 Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under California
10 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
11 timing of rest periods for Plaintiffs, the Class, and the Aggrieved Employees. Instead, Defendants'
12 actual policy and practice was to schedule Plaintiffs, the Class, and the Aggrieved Employees in a
13 way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly
14 require Plaintiffs, the Class, and the Aggrieved Employees to work through their rest periods.

15 29. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
16 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
17 interrupted, or shortened in violation of California law. Defendants knew or should have known that
18 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment
19 of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late,
20 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and
21 permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
22 pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved Employees at their regular
23 rate of pay when a rest period was missed, short, late and/or interrupted.

24 30. Throughout the time period involved in this case, Defendants regularly required
25 Plaintiffs, the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants
26 prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and the Aggrieved
27 Employees complete all of their assigned duties. To do so, Plaintiffs, the Class, and the Aggrieved
28 Employees were regularly required to perform work off the clock for which they were not compensated.

1 31. Throughout the time period involved in this case, Defendants employed a time rounding
2 policy that was not neutral and designed to consistently round time in Defendants' favor, ensuring that
3 Plaintiffs, the Class, and the Aggrieved Employees were oftentimes not paid for all time worked.

4 32. Throughout the time period involved in this case, Defendants implemented policies that
5 prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the actual
6 time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages
7 owed.

8 33. Throughout the time period involved in this case, Defendants routinely required
9 Plaintiffs, the Class, and the Aggrieved Employees to perform work before the start of their shift for
10 which they were not compensated including, *inter alia*, donning uniforms and attending daily briefings.
11 Defendants did not compensate Plaintiffs, the Class, and the Aggrieved Employees for spent on these
12 tasks.

13 34. Throughout the time period involved in this case, Plaintiffs, the Class, and the
14 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

15 35. Throughout the time period involved in this case, Defendants regularly failed to pay
16 all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when they
17 worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work week,
18 or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single work week.
19 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
20 entitled to receive certain wages for overtime compensation and that they were not receiving wages
21 for overtime compensation.

22 36. Throughout the time period involved in this case, Defendants failed to pay overtime to
23 Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked based on regular
24 rates of pay correctly calculated to include all applicable remuneration.

25 37. Throughout the time period involved in this case, Defendants regularly failed to pay
26 Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
27 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
28 entitled to receive at least minimum wages for all hours worked and that they were not receiving at

1 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
2 *alia*, failing to pay Plaintiffs, the Class, and the Aggrieved Employees at the required minimum wage
3 pursuant to California law, requiring Plaintiffs, the Class, and the Aggrieved Employees to perform
4 work off the clock, and implementing time rounding policies that at times resulted in the
5 underpayment of wages to Plaintiffs, the Class, and the Aggrieved Employees.

6 38. Throughout the time period involved in this case, Defendants regularly failed to pay
7 Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
8 resignation. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
9 Employees were entitled to receive all wages owed to them upon termination within the time
10 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved
11 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
12 including overtime compensation, minimum wages, and meal and rest period premiums, within any
13 time permissible under California Labor Code section 202.

14 39. Throughout the time period involved in this case, Defendants regularly failed to pay
15 Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible under
16 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
17 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all wages
18 owed to them during their employment. Plaintiffs, the Class, and the Aggrieved Employees did not
19 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
20 period premiums.

21 40. Throughout the time period involved in this case, Defendants regularly failed to
22 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved Employees.
23 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
24 entitled to receive complete and accurate wage statements in accordance with California law, but, in
25 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
26 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
27 earned, the correct rates of pay, and the name the legal entity that was their employer.

28 41. Throughout the time period involved in this case, Defendants regularly failed to keep

complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

42. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

43. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to use of their personal cell phones. Defendants knew or should have known that Defendants were required to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

44. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the Class, and the Aggrieved Employees that they paid all wages owed to them, to increase Defendants' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

46. In response to the COVID-19 pandemic, the Judicial Council of California enacted Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

4 47. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
5 allegation set forth above.

6 48. California Labor Code section 1198 and the applicable Industrial Welfare Commission
7 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
8 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
9 number of hours worked by the person on a daily or weekly basis.

10 49. Specifically, the applicable IWC Wage Order provides that Defendants are and were
11 required to pay Plaintiffs and the other Class Members employed by Defendants, and working more
12 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-
13 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
14 workweek.

15 50. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular rate
17 of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess
18 of eight (8) hours on the seventh day of work in a workweek.

19 51. California Labor Code section 510 codifies the right to overtime compensation at one-
20 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
21 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
22 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
23 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 52. During the relevant time period, Plaintiffs and the other Class Members regularly
25 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

26 53. During the relevant time period, Defendants intentionally and willfully failed to pay
27 overtime wages owed to Plaintiffs and the other Class Members.

28 54. Defendants’ failure to pay Plaintiffs and the other Class Members the unpaid balance

1 of overtime compensation, as required by California laws, violates the provisions of California Labor
2 Code sections 510 and 1198, and is therefore unlawful.

3 55. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
4 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
5 attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 226.7 and 512(a))**

8 **(Against All Defendants)**

9 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
10 allegation set forth above.

11 57. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7
12 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendants.

13 58. At all relevant times, California Labor Code section 226.7 provides that no employer
14 shall require an employee to work during any meal or rest period mandated by an applicable order of
15 the California IWC.

16 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
17 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
18 work period of more than five (5) hours per day without providing the employee with a meal period
19 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
20 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
21 employee.

22 60. At all relevant times, California Labor Code section 512(a) further provides that an
23 employer may not require, cause or permit an employee to work for a work period of more than ten
24 (10) hours per day without providing the employee with a second uninterrupted meal period of not
25 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
26 the second meal period may be waived by mutual consent of the employer and the employee only if
27 the first meal period was not waived.

28 61. During the relevant time period, Plaintiffs and the other Class Members who were

1 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
2 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
3 hours without an uninterrupted meal period of not less than thirty (30) minutes.

4 62. During the relevant time period, Plaintiffs and the other Class Members who were
5 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
6 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
7 minutes.

8 63. During the relevant time period, Defendants intentionally and willfully required
9 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that were
10 late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class Members the
11 full meal period premium for missed, shortened, late, or interrupted meal periods.

12 64. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
13 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

14 65. Defendants' conduct violates the applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each workday that the meal
19 period was not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against All Defendants)**

23 67. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
24 allegation set forth above.

25 68. At all times herein set forth, the applicable IWC Wage Order and California Labor
26 Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by
27 Defendants.

28 69. At all relevant times, California Labor Code section 226.7 provides that no employer

1 shall require an employee to work during any rest period mandated by an applicable order of the
2 California IWC.

3 70. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
4 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
5 the middle of each work period” and that the “rest period time shall be based on the total hours worked
6 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
7 total daily work time is less than three and one-half (3.5) hours.”

8 71. During the relevant time period, Defendants required Plaintiffs and other Class
9 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
10 period per each four (4) hour period worked.

11 72. During the relevant time period, Defendants willfully required Plaintiffs and the other
12 Class Members to work during rest periods, failed to allow Plaintiffs and the other Class Member to
13 take any rest period and/or failed to authorize and permit Plaintiffs and the other Class Members to
14 take uninterrupted, duty-free rest breaks.

15 73. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
16 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
17 performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class
18 Members from taking uninterrupted rest periods.

19 74. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
20 section 226.7.

21 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each workday that
24 the rest period was not provided.

25 **FOURTH CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

27 **(Against All Defendants)**

28 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every

1 allegation set forth above.

2 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
3 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
4 so fixed is unlawful.

5 78. During the relevant time period, Defendants regularly failed to pay minimum wage to
6 Plaintiffs and the other Class Members as required pursuant to California Labor Code sections 1194,
7 1197, and 1197.1.

8 79. Defendants' failure to pay Plaintiffs and the other Class Members the minimum wage
9 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
10 sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their
11 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages
12 in an amount equal to the wages unlawfully unpaid and interest thereon.

13 80. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
14 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
15 unpaid and interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 201, 202, 203)**

18 **(Against All Defendants)**

19 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
20 allegation set forth above.

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

27 83. During the relevant time period, the employment of Plaintiffs and many other Class
28 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants

intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of their leaving Defendants' employ.

84. Defendants' failure to pay Plaintiffs and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

85. California Labor Code section 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 from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

86. Plaintiffs and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

88. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (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 his or her 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.

1 The deductions made from payments of wages shall be recorded in ink or other indelible form,
2 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
3 deductions shall be kept on file by the employer for at least three years at the place of employment or
4 at a central location within the State of California.

5 89. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class
6 with complete and accurate wage statements. The deficiencies include, but are not limited to, the
7 failure to list the total number of hours worked, the actual gross wages earned, and the name of the
8 legal entity of the employer.

9 90. Because of Defendants' violation of California Labor Code section 226(a), Plaintiffs
10 and the Class have suffered injury and damage to their statutorily protected rights.

11 91. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional
12 and willful violation of California Labor Code section 226(a) because they were denied both their
13 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
14 pursuant to California Labor Code section 226(a).

15 92. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
16 actual damages caused by Defendants' failure to comply with California Labor Code section 226(a),
17 or an aggregate penalty not exceeding four thousand dollars per employee.

18 93. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with
19 this section, pursuant to California Labor Code section 226(g).

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 2800 and 2802)**

22 **(Against All Defendants)**

23 94. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
24 allegation set forth above.

25 95. Pursuant to California Labor Code sections 2800 and 2802, an employer must
26 reimburse its employee for all necessary expenditures incurred by the employee in direct consequence
27 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
28 consequence of his or her obedience to the directions of the employer.

96. Plaintiffs and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for costs incurred as a result of, including but not limited to, simple negligence.

97. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

98. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

101. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay

1 wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, 203 and 204.

2 102. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
3 1197.1, 510, 1174(d), 2800, and 2802.

4 103. As a result of the herein described violations of California law, Defendants unlawfully
5 gained an unfair advantage over other businesses.

6 104. Plaintiffs and the Class have personally been injured by Defendants' unlawful business
7 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
8 property.

9 105. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs
10 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
11 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
12 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award
13 of costs.

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 2699, Et Seq.)**

16 **(Against All Defendants)**

17 106. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
18 allegation set forth above.

19 107. Plaintiffs bring their ninth cause of action as a representative action on behalf of
20 themselves and similarly Aggrieved Employees in the capacity as private attorneys general pursuant
21 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

22 108. PAGA specifically provides for a private right of action to recover civil penalties for
23 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
24 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
25 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
26 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." Cal. Lab. Code § 2699(a).

1 109. Plaintiffs were employed by Defendants and the Labor Code violations alleged above
2 were committed against them during their time of employment. Plaintiffs are therefore “aggrieved
3 employees” under PAGA.

4 110. As set forth in detail above, during all times relevant to this Action, Defendants have
5 routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor Codes
6 by:

- 7 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
8 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 9 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
10 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 11 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
12 Employees and failing to pay Plaintiffs and the Aggrieved Employees an additional
13 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
14 and 512.
- 15 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take
16 duty-free rest periods and failing to pay Plaintiffs and the Aggrieved Employees an
17 additional hour of premium pay for rest period violations in violation of Labor Code
18 §§ 226.7 and 512.
- 19 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of
20 their employment in violation of Labor Code § 203.
- 21 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during
22 employment in violation of Labor Code § 204.
- 23 g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,
24 itemized wage statements in violation of Labor Code § 226.
- 25 h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
26 Employees’ work periods, meal periods, total daily hours, hours per pay period, total
27 wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d)
28 and the applicable IWC Wage Order.

i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

111. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the Aggrieved Employees and the State of California, request and are entitled to recover penalties against Defendants for the Labor Code violations described above, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 225.5, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

112. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code § 2699.3. On April 22, 2022, Plaintiffs, through their counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiffs’ intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiffs’ April 22, 2022 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor Code § 2699.3.

113. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

114. Plaintiffs may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
3 public similarly situated, and as private attorneys general, prays for relief and judgment against
4 Defendants, jointly and severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiffs be appointed as the representatives of the Class;
8 3. That counsel for Plaintiffs be appointed as Class Counsel; and
9 4. That Defendants provide to Class Counsel immediately the names and most current/last
10 known contact information (address, e-mail and telephone numbers) of all class members.

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

- 12 5. That the Court declare, adjudge and decree that Defendants violated California Labor
13 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
14 wages due to Plaintiffs and other Class Members;
15 6. For general unpaid wages at overtime wage rates and such general and special damages
16 as may be appropriate;
17 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
18 date such amounts were due;
19 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
20 Labor Code section 1194; and
21 9. For such other and further relief as the Court may deem just and proper.

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

- 23 10. That the Court declare, adjudge and decree that Defendants violated California Labor
24 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
25 periods (including second meal periods) to Plaintiffs and the Class;
26 11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each
27 employee's regular rate of compensation for each workday that a meal period was not provided;
28 12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

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

and

15. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

16. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the Class;

17. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premium wages pursuant to California Labor Code section 226.7;

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

and

21. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the Class;

23. For general unpaid wages and such general and special damages as may be appropriate;

24. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the Class in the amount as may be established according to proof at trial;

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

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

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

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and other Class Members who have left Defendants' employ;

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

33. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

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

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e); and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For the imposition of civil penalties and/or statutory penalties;

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

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the Class

1 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and
2 the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay Plaintiffs'
3 and other Class Members' wages timely as required by California Labor Code section 201, 202 and
4 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

5 44. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment interest
6 from the day such amounts were due and payable;

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

10 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
11 Code of Civil Procedure section 1021.5;

12 47. For injunctive relief to ensure compliance with this section, pursuant to California
13 Business and Professions Code sections 17200, *et seq.*; and

14 48. For such other and further relief as the Court may deem just and proper.

15 **As to the Ninth Cause of Action**

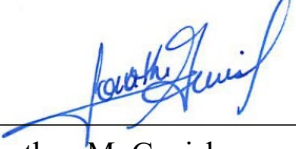
16 49. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

17 50. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
18 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
19 other applicable statutes; and

20 51. For such other relief as the Court deems just and proper.

21
22 Dated: August 19, 2022

BLACKSTONE LAW, APC

23
24 By: 

Jonathan M. Genish

Attorneys for Plaintiffs

KEVIN SOTO ESPINO and CESAR LIMA

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Dated: August 19, 2022

For the Trust

By:

Attorneys for Plaintiffs

KEVIN SOTO ESPINO and CESAR LIMA