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FILED
SUPERIOR COURT of CA. COUNTY OF KERN

DEC 09 2025
V. MATA
BY _____, DEPUTY

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

PRISCILLA HERRERA, BRITTANY
MARIE DAVIDSON individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

CENTRE FOR NEURO SKILLS, a California
corporation; CFN SERVICES, INC., a
California corporation; CFN SERVICES,
INC. - CALIFORNIA, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-22-101922

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code

§§ 2800 and 2802 (Unreimbursed Business Expenses);

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

(11) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs PRISCILLA HERRERA and BRITTANY MARIE DAVISON, (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382 and as an action under the California Labor Code California Private Attorneys General Act of 2004 (PAGA). The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Kern. The majority of acts and omissions alleged herein relating to

1 Plaintiffs and the other class members took place in the State of California, including the County
2 of Kern.

3 **PARTIES**

4 5. Plaintiff PRISCILLA HERRERA is an individual residing in the State of
5 California, County of Kern.

6 6. Plaintiff BRITTANY MARIE DAVIDSON is an individual residing in the State
7 of California, County of Kern.

8 7. Defendant CENTRE FOR NEURO SKILLS, at all times herein mentioned, was
9 and is, upon information and belief, a California corporation and, at all times herein
10 mentioned, an employer whose employees are engaged throughout the State of California,
11 including the County of Kern.

12 8. Defendant CFN SERVICES, INC., at all times herein mentioned, was and is,
13 upon information and belief, a California corporation and, at all times herein mentioned, an
14 employer whose employees are engaged throughout the State of California, including the County
15 of Kern.

16 9. Defendant CFN SERVICES, INC. – California, at all times herein mentioned,
17 was and is, upon information and belief, an employer whose employees are engaged throughout
18 the State of California, including the County of Kern.

19 10. At all relevant times, Defendant CENTRE FOR NEURO SKILLS, Defendant
20 CFN SERVICES, INC., and CFN SERVICES, INC. – CALIFORNIA were the “employer” of
21 Plaintiffs within the meaning of all applicable California laws and statutes.

22 11. At all times herein relevant, Defendants CENTRE FOR NEURO SKILLS, CFN
23 SERVICES, INC., CFN SERVICES, INC. – CALIFORNIA, and DOES 1 through 100, and
24 each of them, were the agents, partners, joint venturers, joint employers, representatives,
25 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other,
26 and at all times relevant hereto were acting within the course and scope of their authority as
27 such agents, partners, joint venturers, joint employers, representatives, servants, employees,
28 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly

1 committed with the ratification, knowledge, permission, encouragement, authorization and/or
2 consent of each defendant designated as a DOE herein.

3 12. The true names and capacities, whether corporate, associate, individual or
4 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
5 said defendants by such fictitious names. Plaintiffs are informed and believes, and based on
6 that information and belief alleges, that each of the defendants designated as a DOE is legally
7 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
8 the injuries and damages to Plaintiffs and the other Class Members and Aggrieved Employees
9 as alleged in this Complaint.

10 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
11 capacities when the same have been ascertained.

12 13. Defendant CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN
13 SERVICES, INC. – CALIFORNIA, and DOES 1 through 100 will hereinafter collectively be
14 referred to as “Defendants.”

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

19 **CLASS ACTION ALLEGATIONS**

20 15. Plaintiffs bring their First through Tenth Causes of Action on their own behalf
21 and on behalf of all other members of the general public similarly situated, and, thus, seeks
22 class certification under California Code of Civil Procedure section 382.

23 16. The proposed class is defined as follows:

24 All current and former hourly-paid or non-exempt employees who worked for
25 any of the Defendants within the State of California at any time during the
26 period from August 1, 2018 to final judgment and who reside in California.

27 **Subclass A:** All class members who were required by Defendants to stay on
28 Defendants’ premises for rest breaks.

Subclass B: All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay in the calculation of the regular rate of pay for overtime pay purposes.

Subclass C: All class members who earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay that was not used to calculate the amount of the meal break or rest break penalty/premium payment.

17. Plaintiffs reserve the right to establish additional subclasses as appropriate.

18. 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 greater than 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' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom she has 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,

1 costs and attorneys' fees, that have been, are, and will be necessarily
2 expended for the prosecution of this action for the substantial benefit of
3 each class member.

4 d. Superiority: A class action is superior to other available methods for the
5 fair and efficient adjudication of this litigation because individual joinder
6 of all class members is impractical.

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

14 19. There are common questions of law and fact as to the class members that
15 predominate over questions affecting only individual members. The following common
16 questions of law or fact, among others, exist as to the members of the class:

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

19 b. Whether Defendants' had a corporate policy and practice of failing to
20 pay their hourly-paid or non-exempt employees within the State of
21 California for all hours worked and missed (short, late, interrupted,
22 and/or missed altogether) meal periods and rest breaks in violation of
23 California law;

24 c. Whether Defendants required Plaintiffs and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiffs
27 and the other class members;

28 d. Whether Defendants deprived Plaintiffs and the other class members of

- 1 meal and/or rest periods or required Plaintiffs and the other class
2 members to work during meal and/or rest periods without compensation;
- 3 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
4 other class members for all hours worked;
- 5 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
6 other class members within the required time upon their discharge or
7 resignation;
- 8 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
9 the other class members during their employment;
- 10 h. Whether Defendants complied with wage reporting as required by the
11 California Labor Code; including, *inter alia*, section 226;
- 12 i. Whether Defendants kept complete and accurate payroll records as
13 required by the California Labor Code, including, *inter alia*, section
14 1174(d);
- 15 j. Whether Defendants failed to reimburse Plaintiffs and the other class
16 members for necessary business-related expenses and costs;
- 17 k. Whether Defendants' conduct was willful or reckless;
- 18 l. Whether Defendants engaged in unfair business practices in violation of
19 California Business & Professions Code section 17200, et seq.;
- 20 m. The appropriate amount of damages, restitution, and/or monetary
21 penalties resulting from Defendants' violation of California law; and
- 22 n. Whether Plaintiffs and the other class members are entitled to
23 compensatory damages pursuant to the California Labor Code.

24 **GENERAL ALLEGATIONS**

25 20. At all relevant times set forth herein, Defendants employed Plaintiffs and other
26 persons as hourly-paid or non-exempt employees within the State of California, including the
27 County of Kern.

28 21. Defendants, jointly and severally, employed Plaintiff Herrera as an hourly-paid,

1 non-exempt employee, from approximately June 2016 to approximately September 2021, in
2 the State of California, County of Kern.

3 22. Defendants jointly and severally employed Plaintiff Davidson as an hourly-paid,
4 non-exempt employee from approximately September 8, 2020, through February 15, 2021.

5 23. Defendants hired Plaintiffs and the other Class Members and Aggrieved
6 Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
7 them for all hours worked and missed meal periods and/or rest breaks.

8 24. Defendants had the authority to hire and terminate Plaintiffs and the other Class
9 Members and Aggrieved Employees, to set work rules and conditions governing Plaintiffs' and
10 the other class members' employment, and to supervise their daily employment activities.

11 25. Defendants exercised sufficient authority over the terms and conditions of
12 Plaintiffs' and the other class members' employment for them to be joint employers of
13 Plaintiffs and the other Class Members and Aggrieved Employees.

14 26. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
15 Class Members and Aggrieved Employees.

16 27. Defendants continue to employ hourly-paid or non-exempt employees within the
17 State of California.

18 28. Plaintiffs and the other Class Members and Aggrieved Employees worked over
19 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
20 Defendants.

21 29. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
22 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
23 employees within the State of California. This pattern and practice involved, *inter alia*, failing
24 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
25 breaks in violation of California law.

26 30. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
28 Employees were entitled to receive certain wages for overtime compensation and that they

1 were not receiving accurate overtime compensation for all overtime hours worked.

2 31. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
3 failed to use the shift differential pay/commissions/non-discretionary bonuses/non- discretionary
4 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
5 payment of overtime wages where Plaintiffs and the other Class Members and Aggrieved
6 Employees earned shift differential pay/commissions/non-discretionary bonuses/non-
7 discretionary performance pay and overtime wages in the same workweek.

8 32. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
9 failed to provide Plaintiffs and the other Class Members and Aggrieved Employees all required
10 rest and meal periods during the relevant time period as required under the Industrial Welfare
11 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

12 33. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
14 Employees were entitled to receive all meal periods or payment of one additional hour of pay
15 at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed,
16 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs'
17 and the other class member's regular rate of pay when a meal period was missed.

18 34. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
20 Employees were entitled to receive all rest periods or payment of one additional hour of pay at
21 Plaintiffs' and the other class member's regular rate of pay when a rest period was missed, and
22 they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and
23 the other class members' regular rate of pay when a rest period was missed.

24 35. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
25 failed to use the shift differential pay/non-discretionary bonuses/non- discretionary
26 performance pay to calculate the regular rate of pay for the payment of meal or rest period
27 premium wages where Plaintiffs and the other Class Members and Aggrieved Employees
28 earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay and

1 meal or rest period premium wages in the same workweek.

2 36. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
3 required Plaintiffs and the other Class Members and Aggrieved Employees to remain on
4 Defendants' premises during purported rest periods, thereby failing to relieve them of all
5 employer control.

6 37. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
8 Employees were entitled to receive at least minimum wages for compensation and that they
9 were not receiving at least minimum wages for all hours worked.

10 38. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
12 Employees were entitled to receive all wages owed to them upon discharge or resignation,
13 including overtime and minimum wages and meal and rest period premiums, and they did not,
14 in fact, receive all such wages owed to them at the time of their discharge or resignation.

15 39. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
17 Employees were entitled to receive all wages owed to them during their employment.
18 Plaintiffs and the other Class Members and Aggrieved Employees did not receive payment of
19 all wages, including overtime and minimum wages and meal and rest period premiums, within
20 any time permissible under California Labor Code section 204.

21 40. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
23 Employees were entitled to receive complete and accurate wage statements in accordance with
24 California law, but, in fact, they did not receive complete and accurate wage statements from
25 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
26 hours worked by Plaintiffs and the other Class Members and Aggrieved Employees.

27 41. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Defendants had to keep complete and accurate payroll records

1 for Plaintiffs and the other Class Members and Aggrieved Employees in accordance with
2 California law, but, in fact, did not keep complete and accurate payroll records.

3 42. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiffs and the other Class Members and Aggrieved
5 Employees were entitled to reimbursement for necessary business-related expenses.

6 43. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that they had a duty to compensate Plaintiffs and the other Class
8 Members and Aggrieved Employees pursuant to California law, and that Defendants had the
9 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
10 do so, and falsely represented to Plaintiffs and the other Class Members and Aggrieved
11 Employees that they were properly denied wages, all in order to increase Defendants' profits.

12 44. During the relevant time period, Defendants failed to pay overtime wages to
13 Plaintiffs and the other Class Members and Aggrieved Employees for all overtime hours
14 worked. Plaintiffs and the other Class Members and Aggrieved Employees were required to
15 work more than eight (8) hours per day and/or forty (40) hours per week without overtime
16 compensation for all overtime hours worked.

17 45. During the relevant time period, Defendants failed to use the shift differential
18 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
19 regular rate of pay for the payment of meal or rest period premium wages where Plaintiffs and
20 the other Class Members and Aggrieved Employees earned shift differential
21 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and meal or rest
22 period premium wages in the same workweek.

23 46. During the relevant time period, Defendants failed to provide all requisite
24 uninterrupted meal and rest periods to Plaintiffs and the other Class Members and Aggrieved
25 Employees.

26 47. During the relevant time period, Defendants failed to use the shift differential
27 pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate
28 of pay for the payment of meal or rest period premium wages where Plaintiffs and the other

1 Class Members and Aggrieved Employees earned shift differential pay/non-discretionary
2 bonuses/non-discretionary performance pay and meal or rest period premium wages in the same
3 workweek.

4 48. During the relevant time period, Defendants required Plaintiffs and the other
5 Class Members and Aggrieved Employees to remain on Defendants' premises during purported
6 rest periods, thereby failing to relieve them of all employer control.

7 49. During the relevant time period, Defendants failed to pay Plaintiffs and the other
8 Class Members and Aggrieved Employees at least minimum wages for all hours worked.

9 50. During the relevant time period, Defendants failed to pay Plaintiffs and the other
10 Class Members and Aggrieved Employees all wages owed to them upon discharge or
11 resignation.

12 51. During the relevant time period, Defendants failed to pay Plaintiffs and the other
13 Class Members and Aggrieved Employees all wages within any time permissible under
14 California law, including, *inter alia*, California Labor Code section 204.

15 52. During the relevant time period, Defendants failed to provide complete or
16 accurate wage statements to Plaintiffs and the other Class Members and Aggrieved Employees.

17 53. During the relevant time period, Defendants failed to keep complete or accurate
18 payroll records for Plaintiffs and the other Class Members and Aggrieved Employees.

19 54. During the relevant time period, Defendants failed to reimburse Plaintiffs and
20 the other Class Members and Aggrieved Employees for all necessary business-related expenses
21 and costs.

22 55. During the relevant time period, Defendants failed to properly compensate
23 Plaintiffs and the other Class Members and Aggrieved Employees pursuant to California law in
24 order to increase Defendants' profits.

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

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1 **FIRST CAUSE OF ACTION**

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

3 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
4 **INC. – CALIFORNIA, and DOES 1 through 100)**

5 57. Plaintiffs incorporate by reference the allegations contained above and each and
6 every part thereof with the same force and effect as though fully set forth herein.

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

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

17 60. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiffs and the other Class Members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 61. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
23 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

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

28 63. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiffs and the other Class Members.

2 64. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid
3 balance of overtime compensation, as required by California laws, violates the provisions of
4 California Labor Code sections 510 and 1198, and is therefore unlawful.

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

8 **SECOND CAUSE OF ACTION**

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

10 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
11 **INC. – CALIFORNIA, and DOES 1 through 100)**

12 66. Plaintiffs incorporate by reference the allegations contained above, and each and
13 every part thereof with the same force and effect as though fully set forth herein.

14 67. At all relevant times, the IWC Order and California Labor Code sections 226.7
15 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
16 Defendants.

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

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

26 70. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) further provide that an employer may not require, cause or permit an
28 employee to work for a work period of more than ten (10) hours per day without providing the

1 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
2 that if the total hours worked is no more than twelve (12) hours, the second meal period may
3 be waived by mutual consent of the employer and the employee only if the first meal period
4 was not waived.

5 71. During the relevant time period, Plaintiffs and the other Class Members who
6 were scheduled to work for a period of time no longer than six (6) hours, and who did not
7 waive their legally-mandated meal periods by mutual consent, were required to work for
8 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
9 (30) minutes and/or rest period.

10 72. During the relevant time period, Plaintiffs and the other Class Members who
11 were scheduled to work for a period of time in excess of six (6) hours were required to work
12 for periods longer than five (5) hours without an uninterrupted meal period of not less than
13 thirty (30) minutes and/or rest period.

14 73. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiffs and the other Class Members to work during meal periods and failed to compensate
16 Plaintiffs and the other Class Members the full meal period premium for work performed
17 during meal periods.

18 74. During the relevant time period, Defendants failed to pay Plaintiffs and the other
19 Class Members the full meal period premium due pursuant to California Labor Code section
20 226.7.

21 75. Defendants' conduct violates applicable IWC Wage Order and California Labor
22 Code sections 226.7 and 512(a).

23 76. Pursuant to applicable IWC Wage Order and California Labor Code section
24 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each work day that
26 the meal or rest period is not provided.

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1 Labor Code section 226.7.

2 85. Pursuant to the applicable IWC Wage Orders and California Labor Code section
3 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one
4 additional hour of pay at the employees' regular hourly rate of compensation for each work
5 day that the rest period was not provided.

6 **FOURTH CAUSE OF ACTION**

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

8 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
9 **INC. – CALIFORNIA, and DOES 1 through 100)**

10 86. Plaintiffs incorporate by reference the allegations contained above, and each and
11 every part thereof with the same force and effect as though fully set forth herein.

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

15 88. During the relevant time period, Defendants failed to pay minimum wage to
16 Plaintiffs and the other Class Members as required, pursuant to California Labor Code sections
17 1194, 1197, and 1197.1.

18 89. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
19 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
20 those sections Plaintiffs and the other Class Members are entitled to recover the unpaid balance
21 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 90. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other Class
24 Members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
25 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
26 minimum wages.

27 91. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
28 Members are entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 201 and 202)**

4 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
5 **INC. – CALIFORNIA, and DOES 1 through 100)**

6 92. Plaintiffs incorporate by reference the allegations contained above, and each and
7 every part thereof with the same force and effect as though fully set forth herein.

8 93. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 94. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiffs and the other Class Members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 95. Defendants' failure to pay Plaintiffs and the other Class Members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

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

26 97. Plaintiffs and the other Class Members are entitled to recover from Defendants
27 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

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(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES, INC. – CALIFORNIA, and DOES 1 through 100)

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1 every part thereof with the same force and effect as though fully set forth herein.

2 105. At all material times set forth herein, California Labor Code section 226(a)
3 provides that every employer shall furnish each of his or her employees an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
5 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
6 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
7 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
9 his or her social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee. The deductions
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
13 showing the month, day, and year, and a copy of the statement or a record of the deductions
14 shall be kept on file by the employer for at least three years at the place of employment or at a
15 central location within the State of California.

16 106. Defendants have intentionally and willfully failed to provide Plaintiffs and the
17 other Class Members with complete and accurate wage statements. The deficiencies include,
18 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
19 the other Class Members.

20 107. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiffs and the other Class Members have suffered injury and damage to their statutorily-
22 protected rights.

23 108. More specifically, Plaintiffs and the other Class Members have been injured by
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because
25 they were denied both their legal right to receive, and their protected interest in receiving,
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

27 109. Plaintiffs and the other Class Members are entitled to recover from Defendants
28 the greater of their actual damages caused by Defendants' failure to comply with California

1 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
2 employee.

3 110. Plaintiffs and the other Class Members are also entitled to injunctive relief to
4 ensure compliance with this section, pursuant to California Labor Code section 226(h).

5 **EIGHTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 1174(d))**

7 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
8 **INC. – CALIFORNIA, and DOES 1 through 100)**

9 111. Plaintiffs incorporate by reference the allegations contained above, and each and
10 every part thereof with the same force and effect as though fully set forth herein.

11 112. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
12 central location in the state or at the plants or establishments at which employees are
13 employed, payroll records showing the hours worked daily by and the wages paid to, and the
14 number of piece-rate units earned by and any applicable piece rate paid to, employees
15 employed at the respective plants or establishments. These records shall be kept in accordance
16 with rules established for this purpose by the commission, but in any case shall be kept on file
17 for not less than two years.

18 113. Defendants have intentionally and willfully failed to keep accurate and complete
19 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
20 Class Members.

21 114. As a result of Defendants' violation of California Labor Code section 1174(d),
22 Plaintiffs and the other Class Members have suffered injury and damage to their statutorily-
23 protected rights.

24 115. More specifically, Plaintiffs and the other Class Members have been injured by
25 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
26 they were denied both their legal right and protected interest, in having available, accurate and
27 complete payroll records pursuant to California Labor Code section 1174(d).

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2 **NINTH CAUSE OF ACTION**

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

4 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
5 **INC. – CALIFORNIA, and DOES 1 through 100)**

6 116. Plaintiffs incorporate by reference the allegations contained above, and each and
7 every part thereof with the same force and effect as though fully set forth herein.

8 117. Pursuant to California Labor Code sections 2800 and 2802, an employer must
9 reimburse its employee for all necessary expenditures incurred by the employee in direct
10 consequence of the discharge of his or her job duties or in direct consequence of his or her
11 obedience to the directions of the employer.

12 118. Plaintiffs and the other Class Members incurred necessary business-related
13 expenses and costs that were not fully reimbursed by Defendants.

14 119. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
15 other Class Members for all necessary business-related expenses and costs.

16 120. Plaintiffs and the other Class Members are entitled to recover from Defendants
17 their business-related expenses and costs incurred during the course and scope of their
18 employment, plus interest accrued from the date on which the employee incurred the necessary
19 expenditures at the same rate as judgments in civil actions in the State of California.

20 **TENTH CAUSE OF ACTION**

21 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

22 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
23 **INC. – CALIFORNIA, and DOES 1 through 100)**

24 121. Plaintiffs incorporate by reference the allegations contained above, and each and
25 every part thereof with the same force and effect as though fully set forth herein.

26 122. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
28 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure section 1021.5.

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

5 124. A violation of California Business & Professions Code section 17200, et seq.
6 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
7 policies and practices of requiring employees, including Plaintiffs and the other Class
8 Members, to work overtime without paying them proper compensation violate California
9 Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of
10 requiring employees, including Plaintiffs and the other Class Members, to work through their
11 meal and rest periods without paying them proper compensation violate California Labor Code
12 sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum
13 wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants'
14 policies and practices of failing to timely pay wages to Plaintiffs and the other Class Members
15 violate California Labor Code sections 201, 202 and 204. Defendants also violated California
16 Labor Code sections 226(a), 1174(d), 2800 and 2802.

17 125. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 126. Plaintiffs and the other Class Members have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not
21 necessarily limited to the loss of money and/or property.

22 127. Pursuant to California Business & Professions Code sections 17200, et seq.,
23 Plaintiffs and the other Class Members are entitled to restitution of the wages withheld and
24 retained by Defendants during a period that commences August 1, 2018; an award of
25 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
26 applicable laws; and an award of costs.

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1 **ELEVENTH CAUSE OF ACTION**

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

3 **(Against CENTRE FOR NEURO SKILLS, CFN SERVICES, INC., CFN SERVICES,**
4 **INC. – CALIFORNIA, and DOES 1 through 100)**

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

7 129. Plaintiffs bring their Eleventh cause of action solely as a representative action
8 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
9 *seq.* (“PAGA”), on behalf of the State of California for all aggrieved employees, including
10 themselves and other aggrieved employees of Defendants against whom one or more of the
11 alleged violations was committed.

12 130. PAGA specifically provides for a private right of action to recover civil penalties
13 for violations of the Labor Code as follows: “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
15 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
16 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
17 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
18 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
19 2699(a).

20 131. Plaintiff Herrera was employed by Defendants and the Labor Code violations
21 alleged above were committed against her during her time of employment. Plaintiff Herrera is
22 therefore, an “aggrieved employee” under PAGA.

23 132. As set forth in detail above, during all times relevant to this Action, Defendants
24 have routinely subjected Plaintiff Herrera and the Aggrieved Employees to violations of
25 California Labor Codes by:

- 26 a. Failing to pay Plaintiff Herrera and the Aggrieved Employees all earned minimum
27 wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
28

- b. Failing to pay Plaintiff Herrera and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to Plaintiff Herrera and the Aggrieved Employees, and failing to pay Plaintiff Herrera and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit Plaintiff Herrera and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff Herrera and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff Herrera and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- f. Failing to furnish Plaintiff Herrera and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- g. Failing to maintain accurate records relating to Plaintiff Herrera and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- h. Failing to timely pay all wages owed upon termination of employment in violation of Labor Code §203.
- i. Failing to maintain records as required under California Labor Code §§ 226, 1174, and the applicable IWC Wage Orders.

133. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff Herrera, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11080, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the

1 California Labor Code and/or other statutes. The exact amount of the applicable penalties, in
2 all, is an amount to be shown according to proof at trial.

3 134. Plaintiff Herrera has exhausted her administrative remedies pursuant to Labor
4 Code § 2699.3. On May 19, 2022, Plaintiff Herrera, through her counsel of record, by online
5 filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
6 the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor
7 Code and IWC Wage Orders that Defendants have violated, including the facts and theories to
8 support the violations, and of her intent to bring a claim for civil penalties under PAGA.
9 Plaintiff Herrera also paid the filing fee required under Labor Code § 2699.3. Plaintiff
10 Herrera’s PAGA Notice to the LWDA is attached hereto as **Exhibit A** and the allegations
11 therein are hereby incorporated by reference as part of this Complaint.

12 135. More than sixty-five (65) days have elapsed since the mailing of Plaintiff
13 Herrera’s PAGA Notice, and the LWDA has not indicated that it intends to investigate the
14 violations discussed in the notice. Accordingly, Plaintiff has the right to bring this action to
15 recover penalties for herself and other Aggrieved Employees pursuant to Labor Code § 2699.3

16 136. Plaintiff Herrera was compelled to retain the services of counsel to file this court
17 action to protect his interests and the Aggrieved Employees, and to assess and collect the civil
18 penalties owed by Defendants. Plaintiff Herrera therefore seeks an award of reasonable
19 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable
20 statute.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs, individually, and on behalf of other members of the general public similarly
23 situated, requests a trial by jury.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
26 public similarly situated, prays for relief and judgment against Defendants, jointly and
27 severally, as follows:

28 **Class Certification**

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

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

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

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

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

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

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

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

5 **As to the Third Cause of Action**

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

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

12 19. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 20. For premium wages pursuant to California Labor Code section 226.7e;

15 21. For pre-judgment interest on any unpaid wages from the date such amounts
16 were due; and

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

18 **As to the Fourth Cause of Action**

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

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

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

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

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

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

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

5 **As to the Fifth Cause of Action**

6 30. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
8 time of termination of the employment of Plaintiffs and the other Class Members no longer
9 employed by Defendants;

10 31. For all actual, consequential, and incidental losses and damages, according to
11 proof;

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

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

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

17 **As to the Sixth Cause of Action**

18 35. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
20 by California Labor Code section 204 to Plaintiffs and the other Class Members;

21 36. For all actual, consequential, and incidental losses and damages, according to
22 proof;

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

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

26 **As to the Seventh Cause of Action**

27 39. That the Court declare, adjudge and decree that Defendants violated the record
28 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders

as to Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other Class Members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. 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 other Class Members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other Class Members all overtime compensation due to them, failing to provide all meal and

1 rest periods to Plaintiffs and the other Class Members, failing to pay at least minimum wages
2 to Plaintiffs and the other Class Members, failing to pay Plaintiffs' and the other class
3 members' wages timely as required by California Labor Code section 201, 202 and 204 and by
4 violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

7 55. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violation of California Business and Professions Code sections
10 17200, et seq.;

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

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

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

16 **As to the Eleventh Cause of Action**

17 59. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the
18 California Labor Code;

19 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
20 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
21 Code and/or other applicable statutes; and

22 61. For such other relief as the Court deems just and proper
23

24 Dated: December 3, 2025

PROTECTION LAW GROUP, LLP

25
26 By: 

27 Carlos Jimenez
28 D. Luke Clapp
Attorneys for Plaintiff