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JESUS RUIZ, AGUSTIN RODRIGUEZ and PABLO JIMENEZ,
7 on behalf of themselves and all others similarly situated

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

10

11 JESUS RUIZ, AGUSTIN RODRIGUEZ and)
PABLO JIMENEZ, on behalf of themselves)
12 and all others similarly situated)

13 Plaintiffs,)

14 v.)
15)

16 S&B SONS, INC., a California corporation;)
and DOES 1 through 100, Inclusive)

17 Defendants.)
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County of Kern
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CASE NO.: BCV-25-101157

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PAY PREVAILING WAGES;
4. FAILURE TO PROVIDE MEAL PERIODS;
5. FAILURE TO PROVIDE REST PERIODS;
6. FAILURE TO PAY ALL WAGES UPON TERMINATION;
7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES LABOR CODE §2699

DEMAND FOR JURY TRIAL

COMES NOW Plaintiffs, JESUS RUIZ ("Mr. Ruiz"), AGUSTIN RODRIGUEZ ("Mr. Rodriguez") and PABLO JIMENEZ ("Mr. Jimenez") (collectively "Plaintiffs") on behalf of themselves, and all others similarly situated, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a class action, pursuant to California Code of Civil Procedure § 382, on behalf of Plaintiffs and all other current and former similarly situated employees employed by or formerly employed by S&B SONS, INC., and any subsidiaries or affiliated companies (hereinafter referred to as "Defendants"), within the State of California.

2. For at least four (4) years prior to the filing of this action and through to the present Defendants on multiple occasions have had a pattern and practice of failing to pay wages, including at least minimum wage for all hours worked, overtime wages for overtime hours worked, prevailing wages on public work projects, to Plaintiffs and other non-exempt employees in the State of California.

3. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiffs and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and failing to provide compensation at the regular rate of pay for such unprovided meal periods as required by California wage and hour laws.

4. For at least for (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to provide compensation at the regular rate of pay for such unprovided rest periods as required by California wage and hour laws.

5. Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with accurate itemized wage statements as required under Labor Code § 226 during the alleged liability period.

6. Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiffs and similarly situated former employees within the State of California with all earned wages immediately upon separation of employment as required under Labor Code §§ 201 and 202 during the alleged liability period.

7. Plaintiffs, on behalf of themselves and all other similarly situated employees, bring this action pursuant to, including but not limited to, California Labor Code §§ 200, 201, 202, 203, 226, 226.7, 510, 1194, 1194.2, 1197, 1771, 1774, 2698 et seq. and California Code of Regulations, Title 8, § 11070, seeking overtime, minimum and prevailing wages, premium wages for non-compliant meal and rest periods, penalties, and reasonable attorneys' fees and costs.

8. Plaintiffs, on behalf of themselves and all other similarly situated employees, pursuant to California Business & Professions Code §§ 17200-17208 also seek all monies owed but withheld and retained by Defendants to which Plaintiffs and members of the Class are entitled.

PARTIES

A. Plaintiffs

9. Venue as to each defendant is proper in this judicial district, pursuant to California Code of Civil Procedure § 395. Defendants operate and do business in California, and each defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of California. Defendants employ numerous Class Members in the State of California.

10. Plaintiff, Mr. Ruiz, is a resident of the State of California. At all relevant times herein, he has been employed by Defendants as a non-exempt employee in California.

11. Plaintiff, Mr. Rodriguez, is a resident of the State of California. At all relevant times herein, he has been employed by Defendants as a non-exempt employee in California.

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1 12. Plaintiff, Mr. Jimenez, is a resident of the State of California. At all relevant times
2 herein, he has been employed by Defendants as a non-exempt employee in California.

3 **B. Defendants**

4 13. Defendant, S&B SONS, INC., a California corporation, provides general
5 contracting services, design-build services, project management services in the construction
6 industry, within the State of California. Defendant, S&B SONS, INC. employed Plaintiffs and
7 similarly situated persons within the State of California.

8 14. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
10 Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure
11 § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the defendants
12 designated herein as a DOE are legally responsible in some manner for the unlawful acts referred
13 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
14 capacities of the defendants designated hereinafter as DOES when such identities become known
15 to Plaintiffs.

16 15. Plaintiffs are informed and believe, and based thereon allege, that each defendant
17 acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
19 legally attributable to the other defendants.

20 **FACTUAL BACKGROUND**

21 16. Plaintiffs and other similarly situated employees in California have not been paid
22 wages on multiple occasions, including prevailing and overtime wages, for all time worked. For
23 instance, Plaintiffs and similarly situated employees were required to work beyond their scheduled
24 hours and were not compensated for this time. Furthermore, Plaintiffs and other similarly situated
25 employees were assigned to prevailing wage jobs and were not paid the required and agreed upon
26 prevailing wage rates.

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1 17. Plaintiffs and other similarly situated employees in California have not been
2 provided with a thirty (30) minute uninterrupted meal period for days on which the employees
3 worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal
4 periods for days on which the employees worked in excess of ten (10) hours in a work day, and on
5 multiple occasions were not provided compensation at the regular rate of pay for such unprovided
6 meal periods. For instance, Plaintiffs and other similarly situated employees in California would
7 be deprived and discouraged from taking meal periods on account of workplace interruptions
8 and/or by supervisors that would cause employees to miss a meal period, take a late meal period or
9 a short meal period.

10 18. Plaintiffs and other similarly situated employees in California have not been
11 provided with rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
12 thereof and on multiple occasions were not provides compensation at the regular rate of pay for
13 such unprovided rest periods as required by California wage and hour laws. For instance,
14 Plaintiffs and other similarly situated employees in California would be deprived and discouraged
15 from taking rest periods on account of workplace interruptions and/or by supervisors.

16 19. Plaintiffs and other similarly situated employees or former employees at all times
17 pertinent hereto were not exempt from the overtime, meal and rest break provisions of California
18 law, and the implementing rules and regulations of the IWC California Wage Orders.

19 20. Plaintiffs and other similarly situated employees in California have not been
20 provided with itemized wage statements accurately showing, including but not limited to, total
21 hours worked during the pay period and pay due and owing for failure on multiple occasions to
22 pay all earned wages for all hours worked and failure on multiple occasions to provide compliant
23 meal and rest breaks or compensation in lieu thereof and thereby Defendants have failed to comply
24 with Labor Code § 226(a).

25 21. At the time Plaintiffs' employment and the employment of other former employees
26 of Defendants ended, Defendants willfully failed to pay overtime wages, prevailing and minimum
27 wages, and one hour of wages in lieu of each non-compliant meal and rest period as described
28 herein, thereby Defendants have failed to comply with Labor Code §§ 201, 202 and 203.

1 **CLASS ACTION ALLEGATIONS**

2 22. Plaintiffs bring this action on behalf of themselves, and all others similarly situated,
3 as a class action pursuant to California Code of Civil Procedure § 382. Plaintiffs seek to represent
4 six Classes composed of and defined as follows:

5 **Non-Exempt Employee Class**

6 All current and former employees of Defendants within the State of California at
7 any time commencing four (4) years preceding the filing of Plaintiffs' complaint up
8 until the time that notice of the class action is provided to the class (collectively
referred to as "Non-Exempt Employee Class").

9 **Prevailing Wage Class**

10 All current and former employees of Defendants within the State of California at
11 any time commencing four (4) years preceding the filing of Plaintiffs' complaint up
12 until the time that notice of the class action is provided to the class, who were
assigned to prevailing wage jobs (collectively referred to as "Prevailing Wage
Class").

13 **Meal Period Class**

14 All current and former employees of Defendants within the State of California at
15 any time commencing four (4) years preceding the filing of Plaintiffs' complaint up
until the time that notice of the class action is provided to the class, who worked
shifts of 5 hours or more (collectively referred to as "Meal Period Class").

16 **Rest Period Class**

17 All current and former employees of Defendants within the State of California at
18 any time commencing four (4) years preceding the filing of Plaintiffs' complaint up
19 until the time that notice of the class action is provided to the class, who worked
shifts of 4 hours or more (collectively referred to as "Rest Period Class").

20 **Late Pay Class**

21 All former employees of Defendants within the State of California at any time
22 commencing three (3) years preceding the filing of Plaintiffs' complaint up until the
time that notice of the class action is provided to the class, who did not receive all
their wages upon termination and or resignation of their employment (collectively
referred to as "Late Pay Class").

23 **Wage Statement Class**

24 All current and former employees of Defendants within the State
25 of California, to whom, at any time commencing one (1) year
26 preceding the filing of Plaintiffs' complaint up until the time that
notice of the class action is provided to the class, were provided with
wage statements (collectively referred to as "Wage Statement Class").

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1 23. Plaintiffs reserve the right under California Rules of Court Rule 3.765(b), to amend
2 or modify the class description with greater specificity or further division into subclasses or
3 limitation to particular issues.

4 24. This action has been brought and may properly be maintained as a class action
5 under the provisions of California Code of Civil Procedure § 382 because there is a well-defined
6 community of interest in the litigation and the proposed Class is easily ascertainable.

7 **A. Numerosity**

8 25. The potential members of the Class as defined are so numerous that joinder of all
9 the members of the Class is impracticable. While the precise number of Class Members has not
10 been determined at this time, Plaintiffs are informed and believe that there are over 50 Class
11 Members employed by Defendants within the State of California.

12 26. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiffs allege Defendants' employment records would provide information as to
14 the number and location of all Class Members. Joinder of all members of the proposed Class is
15 not practicable.

16 **B. Commonality**

17 27. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 (1) Did Defendants violate Labor Code § 1194 by not compensating Class
20 Members overtime wages?
- 21 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
22 Members minimum wages for all hours worked?
- 23 (3) Did Defendants violate Labor Code §§ 1198, 1771 and 1774 by not paying
24 Class Members prevailing wages?
- 25 (4) Did Defendants violate Labor Code § 226.7 by not providing Class
26 Members additional wages for non-compliant meal and rest periods?
- 27 (5) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
28 Members upon termination or resignation all wages earned?

1 (6) Are Defendants liable to Class Members for penalty wages under Labor
2 Code § 203?

3 (7) Did Defendants violate Labor Code § 226(a) by not furnishing Class
4 Members with accurate wage statements?

5 (8) Did Defendants violate the Unfair Competition Law, Business and
6 Professions Code § 17200, *et seq.*, by its unlawful practices as alleged
7 herein?

8 (9) Are Class Members entitled to restitution of penalty wages under Business
9 and Professions Code § 17203?

10 (10) Are Class Members entitled to attorneys' fees?

11 (11) Are Class Members entitled to interest?

12 **C. Typicality**

13 28. The claims of Plaintiffs herein alleged are typical of those claims which could be
14 alleged by any member of the classes, and the relief sought is typical of the relief which would be
15 sought by each of the members of the classes in separate actions. Plaintiffs and all members of the
16 Classes sustained injuries and damages arising out of and caused by Defendants' common course
17 of conduct in violation of laws and regulations that have the force and effect of law and statutes as
18 alleged herein.

19 **D. Adequacy of Representation**

20 29. Plaintiffs will fairly and adequately represent and protect the interests of the
21 members of the Classes. Counsel who represent Plaintiffs are competent and experienced in
22 litigating wage and hour class actions.

23 **E. Superiority of Class Action**

24 30. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
26 questions of law and fact common to the Class predominate over any questions affecting only
27 individual members of the Class. Each member of the Class has been damaged and is entitled to
28 recovery by reason of Defendants' illegal pattern and practice of failing to pay overtime wages,

1 failing to pay minimum and prevailing wages, failing to provide meal and rest breaks or
2 compensation in lieu thereof, failing to provide accurate itemized wage statements, and failing to
3 pay all wages due upon termination, as described herein.

4 31. Class action treatment will allow those similarly situated persons to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
7 this action that would preclude its maintenance as a class action.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME WAGES**

10 **(By Plaintiffs and the Class Against All Defendants)**

11 32. Plaintiffs reallege and incorporate by reference all of the allegations contained in
12 the preceding paragraphs of this Complaint as though fully set forth herein.

13 33. At all times relevant to this complaint, California Labor Code § 510 was in effect
14 and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight
15 hours in one workday and any work in excess of forty hours in any one workweek . . . shall be
16 compensated at the rate of no less than one and one-half times the regular rate of pay for an
17 employee.”

18 34. At all times herein mentioned, Plaintiffs and Non-Exempt Employee Class worked
19 for Defendants during shifts that consisted of more than eight hours in a work day and/or more
20 than forty hours in a work week and on multiple occasions these employees have not been paid
21 overtime wages for all overtime hours actually worked.

22 35. Accordingly, by requiring Plaintiffs and Non-Exempt Employee Class to work in
23 excess of eight hours per day and/or forty hours per week and without properly compensating
24 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
25 § 1194.

26 35. As a result of the unlawful acts of Defendants, Plaintiffs and the Non-Exempt
27 Employee Class have been deprived of overtime wages in an amounts to be determined at trial,
28 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees,

1 and costs, pursuant to Labor Code §§ 1194 and 1199; Code of Civil Procedure § 1021.5; and Civil
2 Code § 3287.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(By Plaintiffs and the Class Against All Defendants)**

6 36. Plaintiffs reallege and incorporate by reference all of the allegations contained in
7 the preceding paragraphs of this Complaint as though fully set forth herein.

8 37. At all relevant times, Plaintiffs and the members of the Non-Exempt Employee
9 Class were employees of Defendants covered by Labor Code § 1197 and applicable Wage Orders.

10 38. Pursuant to Labor Code § 1197 and applicable Wage Orders, Plaintiffs and the
11 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all
12 hours worked.

13 39. At all times herein mentioned, to the extent that Plaintiffs and Non-Exempt
14 Employee Class worked for Defendants during shifts that were less than eight hours in a work day
15 and/or less than forty hours in a work week, on multiple occasions these employees have not been
16 paid minimum wage for all time actually worked. Defendants failure to pay Plaintiffs and
17 members of the Non-Exempt Employee Class minimum wages for all hours worked, as described
18 herein, is in violation of Labor Code § 1197 and applicable Wage Orders. As a result of
19 Defendants' pattern and practice, Plaintiffs and members of the Non-Exempt Employee Class
20 have suffered damages in an amount, subject to proof, to the extent they were not paid minimum
21 wages for all hours worked.

22 40. Pursuant to Labor Code §§ 1194 and 1194.2 Plaintiffs and members of the Non-
23 Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,
24 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY PREVAILING WAGES**

3 **(By Plaintiffs and the Class Against All Defendants)**

4 41. Plaintiffs reallege and incorporate by reference all of the allegations contained in
5 the preceding paragraphs of this Complaint as though fully set forth herein.

6 42. Defendants failed to pay minimum prevailing wages for all hours worked.
7 California Labor Code § 1771 states, in relevant part, "Except for public works projects of one
8 thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for
9 work of a similar character in the locality in which the public work is performed, and not less than
10 the general prevailing rate of per diem wages for holiday and overtime work fixed as provided this
11 chapter, shall be paid to all workers employed on public works . . ." Labor Code § 1774 states
12 "The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not
13 less than the specified prevailing rates of wages to all workman employed in the execution of the
14 contract."

15 43. At all times relevant herein, Defendants knowingly failed to pay Plaintiffs, and the
16 Prevailing Wage Class, all prevailing wages for the hours they worked. Defendants' failure to pay
17 prevailing wages to Plaintiffs, and to the Prevailing Wage Class, is a violation of California's
18 minimum wage law. Labor Code § 1194. "It is well established that California's prevailing wage
19 law is a minimum wage law." *Road Sprinkler Fitters Local Union No. 669 v. G&G Fire*
20 *Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 778. "[B]ecause the prevailing wage law is a
21 minimum wage law mandated by statute and serves important public policy goals, section 1194
22 provides an employee with a private statutory right to recover unpaid prevailing wages from an
23 employer who fails to pay the minimum wage." *Id.* at 779; *accord Reyes v. Van Elk Ltd.* (2007)
24 148 Cal.App.4th 604, 612.

25 44. Accordingly, Plaintiffs and other members of the Prevailing Wage Class are
26 entitled to recover prevailing wages for hours worked for Defendants under Labor Code § 1194.

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45. Plaintiffs are informed and believe, and based thereon allege, that the per diem wages and prevailing wages required to be paid pursuant to Labor Code §§ 1194, 1771, and 1774 are set forth in annual and semi-annual bulletins published by the California Department of Industrial Relations.

46. Plaintiffs and the Prevailing Wage Class' employment periods, hours worked, and trade classifications are based on their individual employment. Plaintiffs and the Prevailing Wage Class' assignment on the projects arose out of the contractual relationship between Defendants with each of the State of California entities and/or political subdivisions of the State of California that awarded the contract.

47. Plaintiffs are informed and believe, and based thereon alleges that Defendants, and each of them, violated Labor Code §§ 1194, 1771 and 1774 by failing and refusing to comply with the statutory duty to pay Plaintiffs and the Prevailing Wage Class prevailing wages as required by the contracts and by statute, or ensure that Plaintiffs and the Prevailing Wage Class were paid prevailing wages as required by the contracts and by statute. Pursuant to these sections, Plaintiffs and the Prevailing Wage Class are entitled to recover the unpaid balance of their minimum wage compensation, as well as their attorneys' fees, interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(By Plaintiffs and the Class Against All Defendants)

48. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

49. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Plaintiffs and other members of the Meal Period Class were on multiple occasions not provided with requisite meal periods as contemplated under the law.

1 shifts of more than 10 hours must be provided 30 minutes of paid rest period. Plaintiffs and other
2 members of the Rest Period Class on multiple occasions were not provided with requisite rest
3 periods as contemplated under the law.

4 57. Pursuant to Labor Code § 226.7, if an employer fails to provide an employee with a
5 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
6 Commission, the employer shall pay the employee one additional hour of pay at the employee's
7 regular rate of compensation for each work day that the meal period or rest period is not provided.

8 58. By their failure to provide Plaintiffs and other members of the Rest Period Class
9 with the rest periods contemplated by California law, and failing to provide compensation for such
10 unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor
11 Code § 226.7 and applicable Wage Orders.

12 59. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the
13 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were
14 not paid additional pay owed for missed rest periods.

15 60. Plaintiffs and the other members of the Rest Period Class are entitled to recover the
16 full amount of their unpaid additional pay for missed rest periods. Pursuant to Code of Civil
17 Procedure §1021.5, Plaintiffs and the other members of the Rest Period Class are entitled to
18 recover reasonable attorneys' fees and costs of suit.

19 61. Pursuant to Civil Code § 3287(a), Plaintiffs and other members of the Rest Period
20 Class are entitled to recover prejudgment interest on the additional pay owed for missed rest
21 periods.

22 SIXTH CAUSE OF ACTION

23 FAILURE TO PAY ALL WAGES UPON TERMINATION

24 (By Plaintiffs and the Class Against All Defendants)

25 62. Plaintiffs reallege and incorporate by reference all of the allegations contained in
26 the preceding paragraphs of this Complaint as though fully set forth herein.

27 63. At all relevant times, Plaintiffs and other members of the Late Pay Class were
28 employees of Defendants covered by Labor Code §§ 201 and 202.

1 64. Pursuant to Labor Code §§ 201 or 202, Plaintiffs and other members of the Late
2 Pay Class were entitled upon termination to timely payment of all wages earned and unpaid prior
3 to termination. Discharged employers were entitled to payment of all wages earned and unpaid
4 prior to discharge immediately upon termination. Employees who resigned were entitled to
5 payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of
6 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
7 earned and unpaid at the time of resignation.

8 65. Defendants failed to pay Plaintiffs and other members of the Late Pay Class all
9 wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202.
10 Plaintiffs and other members of the Late Pay Class are informed and believe and thereon allege
11 that within the applicable limitations period, Defendants had a pattern and practice of not paying
12 upon termination, the wages owed to them as a consequence of overtime wages, prevailing and
13 minimum wages, and rest and meal period violations, as described herein.

14 66. Defendants' failure to pay Plaintiffs and members of the Late Pay Class all wages
15 earned prior to termination in accordance with Labor Code §§ 201 and 202 was willful.
16 Defendants had the ability to pay all wages earned by Plaintiffs and other members of the Late Pay
17 Class at the time of termination in accordance with Labor Code §§ 201 and 202, but intentionally
18 adopted policies or practices incompatible with the requirements of Labor Code §§ 201 and 202.

19 67. Pursuant to Labor Code §§ 201 and 202 Plaintiffs and other members of the Late
20 Pay Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

21 68. Pursuant to Labor Code § 203, Plaintiffs and other members of the Late Pay Class
22 are entitled to penalty wages from the date their earned and unpaid wages were due, upon
23 termination, until paid, up to a maximum of 30 days.

24 69. As a result of Defendants' unlawful conduct Plaintiffs and other members of the
25 Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not
26 paid for all wages earned prior to termination.

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70. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid all penalty wages owed under Labor Code § 203.

71. Pursuant to Labor Code §§ 218 and 218.5, Plaintiffs and the other members of the Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code § 203, reasonable attorneys' fees, and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiffs and the other members of the Late Pay Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiffs and the Class Against All Defendants)

72. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

73. At all relevant times, Plaintiffs and the other members of the Wage Statement Class were employees of Defendants covered by Labor Code § 226.

74. Pursuant to Labor Code § 226(a), Plaintiffs and the other members of the Wage Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

75. Defendants failed to provide Plaintiffs and the other members of the Wage Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

76. Plaintiffs and the other members of the Wage Statement Class are informed and believe and thereon allege that at all relevant times, Defendants maintained and continue to maintain a policy and practice of issuing wage statements that do not show, including but not limited to, pay due and owing for meal and rest break law violations and payment, hours worked that were not listed and/or paid at appropriate rates of pay, as described herein. Defendants' practices resulted and continue to result in, the issuance of Wage Statements to Plaintiffs and other

1 members of the Class that do not comply with the itemization requirements.

2 77. Defendants' failure to provide Plaintiffs and other members of the Wage Statement
3 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to
4 provide Plaintiffs and the other members of the Wage Statement Class with accurate Wage
5 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

6 78. As a result of Defendants' unlawful conduct, Plaintiffs and the other members of
7 the Wage Statement Class have suffered injury. The absence of accurate information on their
8 wage statements has delayed timely challenge to Defendants' unlawful pay practices, requires
9 discovery and mathematical computations to determine the amount of wages owed, causes
10 difficulty and expense in attempting to reconstruct time and pay records, and led to submission of
11 inaccurate information about wages and amounts deducted from wages to state and federal
12 government agencies.

13 79. Pursuant to Labor Code § 226(e) Plaintiffs and other members of the Wage
14 Statement Class are entitled to recover \$50 for the initial pay period during the period in which
15 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a
16 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

17 80. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiffs and the other members of
18 the Wage Statement Class were entitled to recover the full amount of penalties due under Labor
19 Code § 226(e) reasonable attorneys' fees and costs of suit.

20 EIGHTH CAUSE OF ACTION

21 UNFAIR COMPETITION

22 (By Plaintiffs and Class Members Against All Defendants)

23 81. Plaintiffs reallege and incorporate by reference all of the allegations contained in
24 the preceding paragraphs of this Complaint as though fully set forth herein.

25 82. The unlawful conduct of Defendants alleged herein constitutes unfair competition
26 within the meaning of Business & Professions Code § 17200. Due to their unlawful business
27 practices in violation of the Labor Code, Defendants have gained a competitive advantage over
28 other comparable companies doing business in the state of California that comply with their

1 obligations to compensate employees in accordance with the Labor Code.

2 83. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and
3 similarly situated Class Members have suffered injury in fact and lost money or property.
4 Plaintiffs and similarly situated Class Members have been deprived from not being compensated
5 overtime wages, from not being compensated minimum and prevailing wages, and from not being
6 provided with rest breaks or compensation in lieu thereof, as described herein.

7 84. Pursuant to Business & Professions Code § 17203 Plaintiffs and similarly situated
8 Class Members are entitled to restitution of all wages and other monies owed to them under the
9 Labor Code, including interest thereon, in which they had a property interest which Defendants
10 failed to pay them but withheld and retained for themselves. Restitution of the money owed to
11 Plaintiffs and similarly situated Class Members is necessary to prevent Defendants from becoming
12 unjustly enriched by their failure to comply with the Labor Code.

13 85. Plaintiffs and similarly situated Class Members are entitled to recover reasonable
14 attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil
15 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

16 NINTH CAUSE OF ACTION

17 PRIVATE ATTORNEY GENERAL ACT

18 (By Plaintiffs and Aggrieved Employees Against All Defendants)

19 86. Plaintiffs reallege and incorporate by reference all of the allegations contained in
20 the preceding paragraphs of this Complaint as though fully set forth herein.

21 87. During the period beginning one year period preceding the filing of the Complaint
22 in this action (the "Civil Penalty Period"), Defendants violated, including but not limited, to Labor
23 Code §§ 200, 201, 202, 203, 204, 226, 226.7, 510, 1194, 1194.2, 1197, 1771 and 1774.

24 88. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of
25 themselves and other current and former employees, to bring a civil action to recover civil
26 penalties pursuant to the procedures specified in Labor Code §2699.3.

27 89. Plaintiffs complied with the procedures for bringing suit specified in Labor
28 Code §2699.3. On or about March 28, 2025, Plaintiffs gave written notice to the Labor and

1 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
2 Labor Code alleged to have been violated and Plaintiffs the LWDA elected not to investigate.

3 90. Pursuant to Labor Code §2699, Plaintiffs and the aggrieved employees are
4 entitled to recover civil penalties for Defendants' violations of the specified Labor Code sections
5 during the Civil Penalty Period.

6 91. In addition to the civil penalties recoverable under Labor Code §2699, to the extent
7 permitted by law, Defendants' failure to provide Plaintiffs and aggrieved employees with accurate
8 itemized wage statements, as described herein, entitles Plaintiffs to seek separate civil penalties for
9 Defendants' violation of Labor Code §226 (a) and 226 (e).

10 92. Moreover, pursuant to Labor Code §1197.1, subdivision (a): "Any employer or
11 other person acting either individually or as an officer, agent, or employee of another person, who
12 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
13 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of
14 wages, liquidated damages payable to the employee, and any applicable penalties imposed
15 pursuant to Section 203 as follows:

16 a. For any initial violation that is intentionally committed, one hundred dollars (\$100)
17 for each unpaid employee for each pay period of which the employee is underpaid.
18 This amount shall be in addition to an amount sufficient to recover underpaid
19 wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
20 imposed pursuant to Section 203.

21 b. For each subsequent violation for the same specific offence, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is intentionally
24 committed. This amount shall be in addition to an amount sufficient to recover
25 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
26 applicable penalties imposed pursuant to Section 203.

27 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to
28 Section 203, recovered pursuant to this section shall be paid to the affected

1 employee.”

2 93. Plaintiffs are informed and believe, and based thereon allege, that Defendants’
3 caused Plaintiffs and aggrieved employees not to be paid minimum wages as a result of
4 Defendants, without limitation, routinely failing to pay Plaintiff and other aggrieved employees’
5 wages for all hours worked or otherwise under Defendants’ control due to, without limitation,
6 routinely failing to accurately track and/or pay for all hours actually worked; and engaging,
7 suffering, or permitting employees to work off the clock. As a direct and proximate result of
8 Defendants’ conduct, Plaintiffs and other aggrieved employees are entitled to recover directly from
9 Defendants civil penalties pursuant to Labor Code §1197.1.

10 94. To the extent permitted by law, Defendants’ failure to pay Plaintiffs and other
11 aggrieved employees timely wages for all hours worked, entitles Plaintiffs to seek separate civil
12 penalties for Defendants’ violation of Labor Code § 204 and 210. Specifically, Defendants failed
13 to pay all wages owed within seven (7) days of the close of the payroll period in accordance with
14 Labor Code §204(d). Labor Code §210 (a) provides that “in addition to, and entirely
15 independent and apart from, any other penalty provided in this article, every person who fails to
16 pay the wages of each employee as provided in Sections...204...shall be subject to a civil
17 penalty as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to
18 pay each employee; (2) for each subsequent violation, or any wilful or intentional violation, two
19 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
20 unlawfully withheld.” Accordingly, Plaintiffs and aggrieved employees may be entitled to
21 recover civil penalties for violations of Labor Code §§ 204 and 210.

22 95. Pursuant to Labor Code §2699, Plaintiffs and the aggrieved employees are
23 entitled to an award of reasonable attorneys’ fees and costs in connection with their claims for
24 civil penalties.

25 **PRAYER**

26 WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for
27 judgment against Defendants as follows:

28 A. An order certifying that Plaintiffs may pursue their claims against Defendants as a

1 class action on behalf of the Class Members;

2 B. An order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
3 counsel as class counsel;

4 C. Penalties for inaccurate wage statements under Labor Code § 226(e);

5 D. Damages for unpaid wages under Labor Code §§ 201 or 202;

6 E. Damages for unpaid penalty wages under Labor Code § 203;

7 F. Damages for failing to pay prevailing wages as required under Labor Code §§ 1194,
8 1771 and 1774;

9 G. Damages for unpaid wages for missed meal and rest periods under Labor Code §
10 226.7;

11 H. Damages for minimum wages;

12 I. Damages for premium wages;

13 J. Liquidated damages for unpaid minimum wages;

14 K. Damages for unpaid overtime wages under Labor Code § 1194;

15 L. Restitution under Business and Professions Code § 17203;

16 M. Pre-judgment interest;

17 N. Costs;

18 O. Reasonable attorneys' fees;

19 P. Civil Penalties under Labor Code §2699; and

20 Q. Such other and further relief as the Court deems just and proper.

21
22 DATED: November 10, 2025

THE NOURMAND LAW FIRM, APC

23
24 By: /s/ James A. De Sario
25 Michael Nourmand, Esq.
26 James A. De Sario, Esq.
27 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 8822 West Olympic Boulevard, Beverly Hills, California 90211.

On March 3, 2026, I served the following document(s) described as:

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND RESTITUTION

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, addressed as follows:

Alex Craigie, Esq.
Fantasy Windsong, Esq.
THE CRAIGIE LAW FIRM, PC
12100 Wilshire Boulevard, Suite 800
Los Angeles, California 90025

Courtesy Copy By Email: alex@craigielawfirm.com

BY MAIL: As follows: I am readily familiar with our office's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address stated above, following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Proof of Service was executed on March 3, 2026, at Beverly Hills, California.

/s/ Alejandra Beltran
Alejandra Beltran