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County of San Bernardino
Victorville District
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Attorneys for Plaintiffs CRYSTAL CARUTHERS and JESSIE DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CRYSTAL CARUTHERS, individually, and on
behalf of all others similarly situated, and
JESSIE DIAZ, individually, and on behalf of all
others similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act ("PAGA");

Plaintiffs,

vs.

TERRIBLE HERBST, INC., a Nevada
corporation; TERRIBLE HERBST
MOTORSPORTS, LLC, a Nevada limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVVS2502240

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff CRYSTAL CARUTHERS (“Plaintiff Caruthers”) and Plaintiff JESSIE DIAZ
2 (“Plaintiff Diaz”) (together, “Plaintiffs”), based upon facts that either have evidentiary support
3 or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant TERRIBLE HERBST, INC.,
7 Defendant TERRIBLE HERBST MOTORSPORTS, LLC; and Does 1 through 10 (collectively
8 referred to as “Defendants”) for California Labor Code violations and unfair business practices
9 stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages,
10 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
11 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
12 employees, failure to indemnify necessary business expenses, and failure to furnish accurate
13 wage statements.

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

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

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including San Bernardino County. As such, and
27 based upon all the facts and circumstances incident to Defendants’ business in California,
28 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial

1 Welfare Commission (“IWC”), and the California Business & Professions Code.

2 5. Despite these requirements, throughout the statutory period Defendants
3 maintained a systematic, company-wide policy and practice of:

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

25 6. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies. Defendants’ violations, as alleged above, during all relevant times herein
28 were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

Plaintiff

8. Plaintiff Caruthers is a California resident that worked for Defendants in the County of San Bernardino, State of California, as an hourly, non-exempt employee from approximately September 2019 to approximately October 16, 2023.

9. Plaintiff Diaz is a California resident that worked for Defendants in the County of San Bernardino, State of California, as an hourly, non-exempt Cashier since approximately November 2024.

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

Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant TERRIBLE HERBST, INC. is:

- (a) A Nevada corporation that maintains offices, has agents, employs individuals, and/or transacts business in the State of California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Bernardino; and
- (c) The former and current employer of Plaintiffs, and the current and/or former employer of the putative Class and the Aggrieved Employees. Defendant suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

1 12. Plaintiffs are informed and believe, and based upon that information and belief
2 alleges, that Defendant TERRIBLE HERBST MOTORSPORTS, LLC is:

- 3 (a) A Nevada limited liability company that maintains offices, has agents,
4 employs individuals, and/or transacts business in the State of California;
5 (b) A business entity conducting business in numerous counties throughout the
6 State of California, including in San Bernardino; and
7 (c) The former and current employer of Plaintiffs, and the current and/or
8 former employer of the putative Class and the Aggrieved Employees.
9 Defendant suffered and permitted Plaintiffs, the Class, and the Aggrieved
10 Employees to work, and/or controlled their wages, hours, or working
11 conditions.

12 13. Plaintiffs do not currently know the true names or capacities of the persons or
13 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
14 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
15 damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein.
16 Plaintiffs will amend this complaint to set forth the true names and capacities of these
17 Defendants when they have been ascertained, together with appropriate charging allegations, as
18 may be necessary.

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

23 15. Plaintiffs are informed and believes and thereon alleges that at all relevant times
24 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
25 and the other employees described in the class definitions below, and exercised control over
26 their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon
27 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
28 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,

1 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
2 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
3 such other relationships to some or all of the other Defendants so as to be liable for their conduct
4 with respect to the matters alleged below. Plaintiffs are informed and believes and thereon
5 alleges that each Defendant acted pursuant to and within the scope of the relationships alleged
6 above, that each Defendant knew or should have known about, and authorized, ratified, adopted,
7 approved, controlled, aided and abetted the conduct of all other Defendants.

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

9 16. Plaintiffs are a California resident who worked for Defendants in the County of
10 San Bernardino, State of California, as non-exempt employees during the statutory period.
11 Plaintiffs were typically scheduled to work 5 days in a workweek, and typically in excess of 8
12 hours in a single workday.

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

20 18. Throughout the statutory period, Plaintiffs, the Class, and the Aggrieved
21 Employees worked more than 8 hours in a workday and more than 40 hours in a workweek.
22 Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the
23 Aggrieved Employees for all hours worked, including all overtime wages. In those instances
24 where Plaintiffs, the Class, and the Aggrieved Employees earned non-discretionary bonuses and
25 other remuneration, Defendants failed to incorporate all remuneration when calculating the
26 correct overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay,
27 and sick day rate of pay. Also throughout the statutory period, Plaintiffs, the Class, and the
28 Aggrieved Employees were required to work "off-the-clock" and uncompensated. For example,

1 Plaintiffs, the Class, and the Aggrieved Employees were required to change into their uniforms
2 before clocking in for their shifts and were not compensated for this time worked. Additionally,
3 Plaintiffs, the Class, and the Aggrieved Employees were required to remain attentive to their
4 phones at all times, including during meal periods, and were required to respond to work
5 requests from supervisors while clocked out during purported meal periods. Further, despite
6 working over 8-hour shifts, Plaintiffs, the Class, and the Aggrieved Employees were not paid for
7 all hours worked at the appropriate overtime rate. Despite being required to perform these work
8 tasks, Plaintiffs, the Class, and the Aggrieved Employees were not compensated for this time
9 worked. In maintaining a practice of not paying all wages owed, Defendants failed to maintain
10 accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

11 19. Throughout the statutory period, Defendants have wrongfully failed to provide
12 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
13 Defendants often required Plaintiffs, the Class, and the Aggrieved Employees to work in excess
14 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
15 duty-free meal period for every five hours of work, or without compensating Plaintiffs, the
16 Class, and the Aggrieved Employees for meal periods that were not provided by the end of the
17 fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiffs,
18 the Class, and the Aggrieved Employees of their right to take a meal period by the end of the
19 fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
20 Plaintiffs, the Class, and the Aggrieved Employees were often required to work during their
21 meal periods, leading to the failure to provide uninterrupted meal periods. For example, due to
22 Defendants' assignment of unreasonable workloads and severe understaffing, Plaintiffs, the
23 Class, and the Aggrieved Employees were required to prioritize urgent work tasks before
24 starting their meal periods or during their meal periods, resulting in late, shortened, interrupted,
25 or missed meal periods. These requirements also meant Plaintiffs, the Class, and the Aggrieved
26 Employees were not relieved of all duty during their meal periods. Plaintiffs, the Class, and the
27 Aggrieved Employees were also required to remain attentive to their phones at all times,
28 including during meal periods, and were required to respond to work requests from supervisors

1 while clocked out during purported meal periods. Additionally, Plaintiffs, the Class, and the
2 Aggrieved Employees were not permitted to leave the work premises during meal periods and
3 were required to remain ready to respond to work-related duties during meal periods, resulting
4 in missed, shortened, interrupted, and/or on-duty meal periods. Further, when Plaintiffs, the
5 Class, and the Aggrieved Employees worked shifts that were over 10 hours in length,
6 Defendants failed to provide a second meal period altogether. As a result, Plaintiffs, the Class,
7 and the Aggrieved Employees were not provided with uninterrupted and complete meal periods.
8 Despite this, Plaintiffs, the Class, and the Aggrieved Employees were not paid the appropriate
9 meal period premiums. Accordingly, Defendants' policy and practice was to not provide meal
10 periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

11 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
12 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
13 periods. Defendants often required Plaintiffs, the Class, and the Aggrieved Employees to work
14 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
15 take a net 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
16 major fraction thereof), or without compensating Plaintiffs, the Class, and the Aggrieved
17 Employees for rest periods that were not authorized or permitted. Defendants also did not
18 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a rest
19 period. Moreover, Defendants did not have adequate policies or practices permitting or
20 authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor did
21 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
22 also did not have adequate policies or practices to verify whether Plaintiffs, the Class, and the
23 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
24 maintain accurate records of employee work periods, and therefore Defendants cannot
25 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
26 middle of each work period. For example, Plaintiffs, the Class, and the Aggrieved Employees
27 were rarely provided with a compliant rest period. Plaintiffs, the Class, and the Aggrieved
28 Employees were required to remain on premises during rest periods, and remain ready to

1 respond to work-related requests. Additionally, Plaintiffs, the Class, and the Aggrieved
2 Employees were required to remain attentive to their phones at all times, including during rest
3 periods, and were required to respond to work requests from supervisors while on their
4 purported rest periods. As a result, Plaintiffs, the Class, and the Aggrieved Employees were
5 rarely provided with compliant rest periods and were regularly required to work through their
6 rest periods. Despite this, Plaintiffs, the Class, and the Aggrieved Employees were not paid the
7 appropriate rest period premiums. Accordingly, Defendants' policy and practice was to not
8 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in
9 compliance with California law.

10 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
11 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
12 their duties for Defendants without reimbursement. For example, Plaintiffs, the Class, and the
13 Aggrieved Employees were required to use their personal cell phones for work purposes such as
14 receiving work schedules, clocking in and out, and communicating with co-workers and
15 supervisors regarding work-related issues. Plaintiffs, the Class, and the Aggrieved Employees
16 were also required to purchase gloves and work shoes, but were not reimbursed for these
17 expenses. Plaintiffs, the Class, and the Aggrieved Employees were not adequately compensated
18 for these work-related expenses.

19 22. Throughout the statutory period, Defendants willfully failed and refused to timely
20 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
21 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
22 premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
23 Employees their final paychecks immediately upon termination.

24 23. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
25 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
26 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
27 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
28 were not provided in accordance with California law, correct wages for rest periods that were

1 not authorized and permitted to take in accordance with California law, and Defendant's
2 address). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the
3 Class, and the Aggrieved Employees suffered injury because, among other things:

- 4 (a) the violations led them to believe that they were not entitled to be paid
5 minimum wages, overtime wages, meal period premium wages, and rest
6 period premium wages to which they were entitled, even though they were
7 entitled;
- 8 (b) the violations led them to believe that they had been paid the minimum,
9 overtime, meal period premium, and rest period premium wages, even
10 though they had not been;
- 11 (c) the violations led them to believe they were not entitled to be paid
12 minimum, overtime, meal period premium, and rest period premium wages
13 at the correct California rate even though they were;
- 14 (d) the violations led them to believe they had been paid minimum, overtime,
15 meal period premium, and rest period premium wages at the correct
16 California rate even though they had not been;
- 17 (e) the violations hindered them from determining the amounts of minimum,
18 overtime, meal period premium, and rest period premium owed to them;
- 19 (f) in connection with their employment before and during this action, and in
20 connection with prosecuting this action, the violations caused them to have
21 to perform mathematical computations to determine the amounts of wages
22 owed to them, computations they would not have to make if the wage
23 statements contained the required accurate information;
- 24 (g) by understating the wages truly due them, the violations caused them to
25 lose entitlement and/or accrual of the full amount of Social Security,
26 disability, unemployment, and other governmental benefits;
- 27 (h) the wage statements inaccurately understated the wages, hours, and wages
28 rates to which Plaintiffs, the Class, and the Aggrieved Employees were

1 entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid
2 less than the wages and wage rates to which they were entitled.
3 Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in
4 California Labor Code § 226(e), including actual damages.

5 **CLASS ACTION ALLEGATIONS**

6 24. Plaintiffs bring certain claims individually, as well as on behalf of each and all
7 other persons similarly situated, and thus, seek class certification under California Code of Civil
8 Procedure § 382.

9 25. All claims alleged herein arise under California law for which Plaintiffs seek relief
10 authorized by California law.

11 26. The proposed Class consists of and is defined as:

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

15 27. At all material times, Plaintiffs were members of the Class.

16 28. Plaintiffs undertake this concerted activity to improve the wages and working
17 conditions of all Class Members.

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

20 (a) Numerosity: The members of the Class (and each subclass, if any) are so
21 numerous that joinder of all members would be unfeasible and impractical.
22 The membership of the entire Class is unknown to Plaintiffs at this time,
23 however, the Class is estimated to be greater than 100 individuals and the
24 identity of such membership is readily ascertainable by inspection of
25 Defendants' records.

26 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
27 protect the interests of each Class Member with whom there is a shared,
28 well-defined community of interest, and Plaintiffs' claims (or defenses, if

any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative

1 references and/or other means. Class actions provide the class members
2 who are not named in the complaint with a type of anonymity that allows
3 for the vindication of their rights at the same time as their privacy is
4 protected.

5 30. There are common questions of law and fact as to the Class (and each subclass, if
6 any) that predominate over questions affecting only individual members, including without
7 limitation, whether, as alleged herein, Defendants have:

- 8 (a) Failed to pay Class Members for all hours worked, including minimum
9 wages, and overtime wages;
- 10 (b) Failed to provide meal periods and pay meal period premium wages to
11 Class Members;
- 12 (c) Failed to authorize and permit rest periods and pay rest period premium
13 wages to Class Members;
- 14 (d) Failed to promptly pay all wages due to Class Members upon their
15 discharge or resignation;
- 16 (e) Failed to maintain accurate records of all hours Class Members worked,
17 and all meal periods Class Members took or missed;
- 18 (f) Failed to reimburse Class Members for all necessary business expenses;
19 and
- 20 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
21 result of their illegal conduct as described above.

22 31. This Court should permit this action to be maintained as a class action pursuant to
23 California Code of Civil Procedure § 382 because:

- 24 (a) The questions of law and fact common to the Class predominate over any
25 question affecting only individual members;
- 26 (b) A class action is superior to any other available method for the fair and
27 efficient adjudication of the claims of the members of the Class;
- 28 (c) The members of the Class are so numerous that it is impractical to bring all



members of the class before the Court;

- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as

published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

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

33. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

36. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

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

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

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

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

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

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

43. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

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

47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation for the hours they have worked in excess of the maximum hours



1 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
2 Class are regularly required to work overtime hours.

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

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

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

15 51. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
19 Class with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

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

22 52. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 23 in this Complaint.

24 53. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
26 start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal
27 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
28 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer



1 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
2 violation of Section 226.7 of the California Labor Code for an employer to require any
3 employee to work during any meal period mandated under any Wage Order.

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

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

13 **FOURTH CAUSE OF ACTION**

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

15 56. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 23 in this Complaint.

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

26 58. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
27 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
28 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as

1 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
2 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
3 of the California Labor Code and the applicable Wage Orders.

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

7 **FIFTH CAUSE OF ACTION**

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

9 60. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 23 in this Complaint.

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

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

17 63. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
18 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
19 2802(b).

20 **SIXTH CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 22 **Penalties)**

23 64. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 23 in this Complaint.

25 65. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
26 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
27 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
28 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,

1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

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

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 71. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 23 in this Complaint.

28 ///

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

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

16 74. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
17 and the Class have suffered injury and damage to their statutorily-protected rights.

18 75. Specifically, Plaintiffs and the members of the Class have been injured by
19 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
20 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
21 statements under California Labor Code § 226(a).

22 76. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
23 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured
24 as a result of having to bring this action to attempt to obtain correct wage information following
25 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and
26 related laws and regulations.

27 77. Plaintiffs and the Class are entitled to recover from Defendants their actual
28 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

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

EIGHTH CAUSE OF ACTION

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

79. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

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

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

Failure to Pay Minimum Wages

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

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Failure to Maintain Accurate Records of All Hours Worked

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Necessary Business Expenses

89. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§

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

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

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1 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

2 92. Plaintiffs and the Class Members suffered monetary injury as a direct result of
3 Defendants' wrongful conduct.

4 93. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
5 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
6 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived,
7 by means of the above-described unfair, unlawful and/or fraudulent business practices.

8 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
9 practices of Defendants in order to recover restitution.

10 94. Plaintiffs, individually, and on behalf of members of the putative class, are further
11 entitled to and does seek a declaration that the above described business practices are unfair,
12 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
13 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
14 practices in the future.

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

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

25 97. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
26 and putative Class Members are entitled to restitution of the wages withheld and retained by
27 Defendants during a period that commences four years prior to the filing of this complaint; a
28 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and

1 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
2 1021.5 and other applicable laws; and an award of costs.

3 **NINTH CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
5 **of 2004, Cal. Lab. Code § 2698 et seq.)**

6 98. Plaintiff Diaz incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 23 in this Complaint.

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

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

18 101. Plaintiff Diaz has exhausted his administrative remedies pursuant to California
19 Labor Code § 2699.3. On April 25, 2025, he gave written notice by online filing to the Labor
20 and Workforce Development Agency and by certified mail to Defendants of the specific
21 provisions of the Labor Code that Defendants have violated against Plaintiff Diaz and certain
22 current and former aggrieved employees, including the facts and theories to support the
23 violations. Plaintiff Diaz also paid the filing fee. Plaintiff Diaz's PAGA case number is
24 LWDA-CM-1094753-25.

25 102. More than 65 days has elapsed since Plaintiff Diaz provided notice, but the Labor
26 and Workforce Development Agency has not indicated that it intends to investigate Defendants'
27 Labor Code violations discussed in the notice. Accordingly, Plaintiff Diaz may commence a
28 civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations

1 of the Labor Code described in this Complaint. These penalties include, but are not limited to,
2 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

11 104. During the time period of employment for Plaintiff Diaz and the Aggrieved
12 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
13 by failing to maintain accurate records showing meal periods, and accurate records of the hours
14 Plaintiff Diaz and the Aggrieved Employees worked. Defendants' failure to provide and
15 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff Diaz and the
16 Aggrieved Employees the ability to know, understand and question the accuracy and frequency
17 of meal periods, and the time they actually worked. Therefore, Plaintiff Diaz and the Aggrieved
18 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
19 unjustified economic enrichment to Defendants. As a direct result, Plaintiff Diaz and the
20 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
21 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
22 seeking to compel Defendants to fully perform its obligation under state law, all to their
23 respective damage in amounts according to proof at trial. Because of Defendants' knowing
24 failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff Diaz and the
25 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
26 understanding, and disputing the wage payments paid to them.

27 ///

28 ///

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

PRAYER FOR RELIEF

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.



As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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



As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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



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

2 As to all Causes of Action

3 51. For any additional relief that the Court deems just and proper.

4
5 Dated: July 1, 2025

Respectfully submitted,

6 THE SENTINEL FIRM, APC

7 By: 
8 Seung L. Yang
9 Tiffany Hyun
10 Attorneys for Plaintiff

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12
13 **DEMAND FOR JURY TRIAL**

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

15
16 Dated: July 1, 2025

THE SENTINEL FIRM, APC

17 By: 
18 Seung L. Yang
19 Tiffany Hyun
20 Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF SAN BERNARDINO)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 355 S
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On July 1, 2025, I served the foregoing
8 document described as:

9 **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION**
10 **COMPLAINT:**

11 by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as follows:

12 ☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary
13 business practices. I am readily familiar with the practice of The Sentinel Law Firm, APC's
14 practice for collecting and processing correspondence for mailing. On the same day that
15 correspondence is placed for collection and mailing, it is deposited in the ordinary course
16 of business with the United States Postal Service, in a sealed envelope with postage fully
17 prepaid.

18 **O'HAGAN MEYER, LLP**

19 Attorneys for Defendant Terrible Herbst, Inc.

20 Joty Jhaaj (jjhaaj@ohaganmeyer.com)

21 Vincent Fisher (vfisher@ohaganmeyer.com)

22 Neha Nayak (nnayak@ohaganmeyer.com)

23 Brianna Robinson (brobinson@ohaganmeyer.com)

24 Jasleen Gill (jgill@ohaganmeyer.com)

25 Mabelene Valeros (mvaleros@ohaganmeyer.com)

26 Vanessa Ocampo (vocampo@ohaganmeyer.com)

27 One Embarcadero, Suite 2100

28 San Francisco, CA 94111

29 I declare under penalty of perjury under the laws of the State of California that the above is true
30 and correct.

31 Executed on July 1, 2025, at Los Angeles, California.

32
33 Karen Arellano



34 _____
35 Name

36 _____
37 Signature