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

GARY SHEA, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

COMMUNITY HOUSING PARTNERSHIP, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Lead Case No.: CGC-22-602448
Non-Lead Case No.: CGC-23-603777

**SECOND AMENDED CONSOLIDATED
CLASS ACTION AND PAGA
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];
and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Gary Shea and Jennifer Mallot (“Plaintiffs”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present employees of Defendants (hereinafter
21 referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including San Francisco County. As such, and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
25 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
26 Commission (“IWC”), and the California Business & Professions Code.

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

1 (a) Failing to pay employees for all hours worked, including all minimum wages, and
2 overtime wages in compliance with the California Labor Code and IWC Wage Orders;

3 (b) Failing to provide employees with timely and duty-free meal periods in
4 compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate
5 records of all meal periods taken or missed, and failing to pay an additional hour's pay for each
6 workday a meal period violation occurred;

7 (c) Failing to authorize and permit employees to take timely and duty-free rest periods
8 in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an
9 additional hour's pay for each workday a rest period violation occurred;

10 (d) Failing to indemnify employees for necessary business expenses incurred;

11 (e) Willfully failing to pay employees all minimum wages, overtime wages, meal
12 period premium wages, and rest period premium wages due within the time period specified by
13 California law when employment terminates; and

14 (f) Failing to maintain accurate records of the hours that employees worked.

15 (g) Failing to provide employees with accurate, itemized wage statements containing
16 all the information required by the California Labor Code and IWC Wage Orders.

17 6. On information and belief, Defendants, and each of them were on actual and
18 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
19 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
20 willful and deliberate.

21 7. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
23 foregoing paragraphs as the employer of Plaintiffs and the Class and Aggrieved Employees.
24 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
25 herein under the doctrine of "respondeat superior".
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28

1 **THE PARTIES**

2 **A. Plaintiffs**

3 8. Plaintiff Gary Shea is a California resident who worked for Defendants in the
4 County of San Francisco, State of California, as a janitor primarily in San Francisco county
5 during the statutory period.

6 9. Plaintiff Jennifer Mallot is a California resident who worked for Defendants in the
7 County of San Francisco, State of California, as a non-exempt employee from June 2022 through
8 November 2022.

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

12 **B. Defendants**

13 11. Plaintiffs are informed and believe, and based upon that information and belief
14 alleges, that Defendant Community Housing Partnership is:

15 (a) A California corporation with its principal places of business in San Francisco,
16 California;

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

19 (c) The former employer of Plaintiffs, and the current and/or former employer of the
20 putative Class. Defendants suffered and permitted Plaintiffs and the Class and Aggrieved
21 Employees to work, and/or controlled their wages, hours, or working conditions.

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

28 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and

1 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
2 and/or injured a significant number of the Plaintiffs and the Class and Aggrieved Employees in
3 the State of California.

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

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

18 15. Plaintiffs Gary Shea and Jennifer Mallot are California residents who worked for
19 Defendants in the County of San Francisco, State of California, as a janitor and as a resident
20 services coordinator, respectively, during the statutory period. During the statutory period,
21 Defendants classified Plaintiffs as non-exempt from California's overtime requirements, and paid
22 Plaintiffs an hourly wage.

23 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
24 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
25 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
26 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
27 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
28

1 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
2 working for Defendants was typical and illustrative.

3 17. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiffs and the Class and Aggrieved Employees for all hours worked, including all
5 overtime wages. Defendants regularly use a system of time rounding in a manner that resulted,
6 over a period of time, in failing to compensate Plaintiffs and the Class and Aggrieved Employees
7 properly for all the time they have actually worked, even though the realities of Defendants'
8 operations are such that it is possible, practical, and feasible to count and pay for work time to
9 the minute. As a result, Defendants frequently paid Plaintiffs and the Class and Aggrieved
10 Employees less than all their work time, some of which should have been paid at the overtime
11 rate. Also throughout the statutory period, Plaintiffs and the Class and Aggrieved Employees
12 occasionally worked off the clock, and uncompensated. For example, Plaintiffs and the Class
13 and Aggrieved Employees were required to put on protective gear prior to clocking into work,
14 and required to take those items off after clocking out of work, all off the clock and
15 uncompensated. Also, Plaintiffs and the Class and Aggrieved Employees were sometimes
16 required to work after clocking out of work. Also, Plaintiffs and the Class and Aggrieved
17 Employees were required to attend training, but were not paid for that time. Also throughout the
18 statutory period, Plaintiffs and the Class and Aggrieved Employees were sometimes required to
19 go home within 2 hours of arriving at work, without being paid reporting time pay. Also
20 throughout the statutory period, Defendants paid Plaintiffs and the Class and Aggrieved
21 Employees through pay cards which required a fee when withdrawing money, leading to
22 underpayment of wages.

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

1 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
2 adequately inform Plaintiffs and the Class and Aggrieved Employees of their right to take a meal
3 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
4 tenth hour of work. Defendants also failed to accurately record meal periods. Accordingly,
5 Defendants' policy and practice was to not provide meal periods to Plaintiffs and the Class and
6 Aggrieved Employees in compliance with California law.

7 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
8 and permit Plaintiffs and the Class and Aggrieved Employees to take timely and duty-free rest
9 periods. Defendants sometimes, but not always, required Plaintiffs and the Class and Aggrieved
10 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
11 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
12 hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Class
13 and Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
14 also did not adequately inform Plaintiffs and the Class and Aggrieved Employees of their right to
15 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
16 or authorizing rest periods for Plaintiffs and the Class and Aggrieved Employees, nor did
17 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
18 also did not have adequate policies or practices to verify whether Plaintiffs and the Class and
19 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
20 maintain accurate records of employee work periods, and therefore Defendants cannot
21 demonstrate that Plaintiffs and the Class and Aggrieved Employees took rest periods during the
22 middle of each work period. Plaintiffs and the Class and Aggrieved Employees were also not
23 permitted to leave the premises during rest breaks. Accordingly, Defendants' policy and practice
24 was to not authorize and permit Plaintiffs and the Class and Aggrieved Employees to take rest
25 periods in compliance with California law.

26 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
27 Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their
28 duties for Defendants without reimbursement, including the purchase of masks and cleaning

1 tools. Also, Plaintiffs and the Class and Aggrieved Employees were required to use their personal
2 cellular telephones for work purposes, without reimbursement.

3 21. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiffs and the Class and Aggrieved Employees at the conclusion of their employment all
5 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
6 premium wages.

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

16 (a) the violations led them to believe that they were not entitled to be paid minimum
17 wages, overtime wages, meal period premium wages, and rest period premium wages to which
18 they were entitled, even though they were entitled;

19 (b) the violations led them to believe that they had been paid the minimum, overtime,
20 meal period premium, and rest period premium wages, even though they had not been;

21 (c) the violations led them to believe they were not entitled to be paid minimum,
22 overtime, meal period premium, and rest period premium wages at the correct California rate
23 even though they were;

24 (d) the violations led them to believe they had been paid minimum, overtime, meal
25 period premium, and rest period premium wages at the correct California rate even though they
26 had not been;

27 (e) the violations hindered them from determining the amounts of minimum,
28 overtime, meal period premium, and rest period premium owed to them;

1 (f) in connection with their employment before and during this action, and in
2 connection with prosecuting this action, the violations caused them to have to perform
3 mathematical computations to determine the amounts of wages owed to them, computations they
4 would not have to make if the wage statements contained the required accurate information;

5 (g) by understating the wages truly due them, the violations caused them to lose
6 entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and
7 other governmental benefits;

8 (h) the wage statements inaccurately understated the wages, hours, and wages rates to
9 which Plaintiffs and the Class and Aggrieved Employees were entitled, and Plaintiffs and the
10 Class and Aggrieved Employees were paid less than the wages and wage rates to which they
11 were entitled.

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

14 **CLASS ACTION ALLEGATIONS**

15 23. Plaintiffs bring certain claims individually, as well as on behalf of each and all
16 other persons similarly situated, and thus, seek class certification under California Code of Civil
17 Procedure § 382.

18 24. All claims alleged herein arise under California law for which Plaintiffs seek relief
19 authorized by California law.

20 25. The proposed Class consists of and is defined as:

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

24 26. At all material times, Plaintiffs were members of the Class.

25 27. Plaintiffs undertake this concerted activity to improve the wages and working
26 conditions of all Class Members.

27 28. There is a well-defined community of interest in the litigation and the Class is
28 readily ascertainable:

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

6 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
7 interests of each Class Member with whom there is a shared, well-defined community of interest,
8 and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as
9 demonstrated herein.

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

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

20 1) The interests of the members of the Class in individually controlling the
21 prosecution or defense of separate actions;

22 2) The extent and nature of any litigation concerning the controversy already
23 commenced by or against members of the Class;

24 3) The desirability or undesirability of concentrating the litigation of the claims in the
25 particular forum; and

26 4) The difficulties likely to be encountered in the management of a class action.

27 (e) Public Policy Considerations: The public policy of the State of California is to
28 resolve the California Labor Code claims of many employees through a class action. Indeed,

1 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
2 Former employees are also fearful of bringing actions because they believe their former
3 employers might damage their future endeavors through negative references and/or other means.
4 Class actions provide the class members who are not named in the complaint with a type of
5 anonymity that allows for the vindication of their rights at the same time as their privacy is
6 protected.

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

10 (a) Failed to pay Class Members for all hours worked, including minimum wages, and
11 overtime wages;

12 (b) Failed to provide meal periods and pay meal period premium wages to Class
13 Members;

14 (c) Failed to authorize and permit rest periods and pay rest period premium wages to
15 Class Members;

16 (d) Failed to promptly pay all wages due to Class Members upon their discharge or
17 resignation;

18 (e) Failed to maintain accurate records of all hours Class Members worked, and all
19 meal periods Class Members took or missed;

20 (f) Failed to reimburse Class Members for all necessary business expenses; and

21 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of
22 their illegal conduct as described above.

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

25 (a) The questions of law and fact common to the Class predominate over any question
26 affecting only individual members;

27 (b) A class action is superior to any other available method for the fair and efficient
28 adjudication of the claims of the members of the Class;

1 (c) The members of the Class are so numerous that it is impractical to bring all
2 members of the class before the Court;

3 (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective
4 and economic legal redress unless the action is maintained as a class action;

5 (e) There is a community of interest in obtaining appropriate legal and equitable relief
6 for the statutory violations, and in obtaining adequate compensation for the damages and injuries
7 for which Defendants are responsible in an amount sufficient to adequately compensate the
8 members of the Class for the injuries sustained;

9 (f) Without class certification, the prosecution of separate actions by individual
10 members of the class would create a risk of:

11 1) Inconsistent or varying adjudications with respect to individual members of the
12 Class which would establish incompatible standards of conduct for Defendants; and/or

13 2) Adjudications with respect to the individual members which would, as a practical
14 matter, be dispositive of the interests of other members not parties to the adjudications, or would
15 substantially impair or impede their ability to protect their interests, including but not limited to
16 the potential for exhausting the funds available from those parties who are, or may be,
17 responsible Defendants; and,

18 (g) Defendants have acted or refused to act on grounds generally applicable to the
19 Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

20 31. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
21 the Class that would set forth the subject and nature of the instant action. The Defendants' own
22 business records may be utilized for assistance in the preparation and issuance of the
23 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
24 contemplate the use of additional techniques and forms commonly used in class actions, such as
25 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
26 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

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1 **FIRST CAUSE OF ACTION**

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

3 32. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 22 in this Second Amended Complaint.

5 33. "Hours worked" is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

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

13 35. Accordingly, Plaintiffs and the Class and Aggrieved Employees are entitled to
14 recover minimum wages for all non-overtime hours worked for Defendants.

15 36. By and through the conduct described above, Plaintiffs and the Class and
16 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
17 their employment with Defendants.

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

24 38. By failing to keep adequate time records required by California Labor Code §
25 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
26 compensation due Plaintiffs and the Class and Aggrieved Employees.

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

40. 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 and Aggrieved Employees 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 and Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

41. Plaintiffs and the Class and Aggrieved Employees 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)

42. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Second Amended Complaint.

43. 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.

44. 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.

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

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

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

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

8 48. 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 and Aggrieved Employees.

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

15 50. 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 and Aggrieved Employees with all compensation due, in violation of California Labor
20 Code § 204.

21 **THIRD CAUSE OF ACTION**

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

23 51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 22 in this Second Amended Complaint.

25 52. Under California law, Defendants have an affirmative obligation to relieve the
26 Plaintiffs and the Class and Aggrieved Employees of all duty in order to take their first daily
27 meal periods no later than the start of Plaintiffs and the Class and Aggrieved Employees' sixth
28 hour of work in a workday, and to take their second meal periods no later than the start of the

eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

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

54. Under California law, Plaintiffs and the Class and Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

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

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Second Amended Complaint.

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

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

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

FIFTH CAUSE OF ACTION

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

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Second Amended Complaint.

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

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

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

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1 **SIXTH CAUSE OF ACTION**

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

4 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 22 in this Second Amended Complaint.

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

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

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

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

26 68. Plaintiffs and the Class and Aggrieved Employees are entitled to recover from
27 Defendants their additionally accruing wages for each day they were not paid, at their regular
28 hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

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

SEVENTH CAUSE OF ACTION

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

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Second Amended Complaint.

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

72. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class and Aggrieved Employees, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

73. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and the Class and Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

74. Specifically, Plaintiffs and the members of the Class have been injured by

Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

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

76. Plaintiffs and the Class and Aggrieved Employees are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

77. Plaintiffs and the Class and Aggrieved Employees 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.)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Second Amended Complaint.

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

80. 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.

81. 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.*

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

7 **Failure to Pay Minimum Wages**

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

11 **Failure to Pay Overtime Wages**

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

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

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

19 **Failure to Provide Meal Periods**

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

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

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

27 **Failure to Indemnify Necessary Business Expenses**

28 88. Defendants' failure to indemnify employees for necessary business expenses in

1 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
2 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
3 17200, *et seq.*

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

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

8 90. By and through their unfair, unlawful and/or fraudulent business practices
9 described herein, the Defendants, have obtained valuable property, money and services from
10 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
11 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

12 91. Plaintiffs and the Class and Aggrieved Employees Members suffered monetary
13 injury as a direct result of Defendants' wrongful conduct.

14 92. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
15 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
16 Defendants have wrongfully acquired, or of which Plaintiffs and the Class and Aggrieved
17 Employees have been deprived, by means of the above-described unfair, unlawful and/or
18 fraudulent business practices. Plaintiffs and the Class and Aggrieved Employees are not
19 obligated to establish individual knowledge of the wrongful practices of Defendants in order to
20 recover restitution.

21 93. Plaintiffs, individually, and on behalf of members of the putative class, are further
22 entitled to and do seek a declaration that the above described business practices are unfair,
23 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
24 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
25 practices in the future.

26 94. Plaintiffs, individually, and on behalf of members of the putative class, have no
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
28 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business

1 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
2 above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and
3 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
4 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

8 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
9 and putative Class Members are entitled to restitution of the wages withheld and retained by
10 Defendants during a period that commences four years prior to the filing of this complaint; a
11 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
12 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
13 1021.5 and other applicable laws; and an award of costs.

14 **NINTH CAUSE OF ACTION**

15 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 16 **2004, Cal. Lab. Code § 2698 et seq.)**

17 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
18 1 through 22 in this Second Amended Complaint.

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

21 99. California Labor Code § 2699(a) specifically provides for a private right of action
22 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
23 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
24 and Workforce Development Agency or any of its departments, divisions,
25 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
26 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
27 herself and other current or former employees pursuant to the procedures specified in Section
28 2699.3."

100. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. On May 8, 2022, Plaintiff Gary Shea gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Gary Shea and current and former Aggrieved Employees, including the facts and theories to support the violations. On December 22, 2022 and January 11, 2023, Plaintiff Jennifer Mallot gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. At the time of this filing, 65 days has elapsed since Plaintiffs provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notices. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

102. During the time period of employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to

1 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
2 their hours worked stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved
3 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
4 unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved
5 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
6 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
7 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
8 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code
9 and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an
10 injury in that they were prevented from knowing, understanding, and disputing the wage payments
11 paid to them.

12 103. Based on the conduct described in this Second Amended Complaint, Plaintiffs are
13 entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly
14 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an
15 amount to be shown according to proof at trial. These penalties are in addition to all other remedies
16 permitted by law.

17 104. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant
18 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
19 shall be entitled to an award of reasonable attorney's fees and costs."

20 **PRAYER FOR RELIEF**

21 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
22 the class claims, pray for relief and judgment against Defendants, jointly and severally, as
23 follows:

24 **Class Certification**

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

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

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

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

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

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

4 As to the Fourth Cause of Action

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

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

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

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

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

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 and the IWC Wage Orders;

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

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

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

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

22 As to the Sixth Cause of Action

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

26 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;
28

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 wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal 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 and damages, according to proof.
For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable
Labor Code provisions;

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

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

As to all Causes of Action

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

Dated: May 14, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By:

Kane Moon
Lilit Ter-Astvatsatryan
Nichelle Christopherson

GAINES & GAINES, APLC

Dated: May 14, 2025

By:

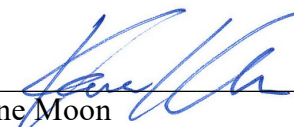
Daniel F. Gaines
Daniel F. Gaines
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: May 14, 2025

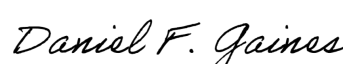
MOON LAW GROUP, PC

By: 

Kane Moon
Lilit Ter-Astvatsatryan
Nichelle Christopherson

GAINES & GAINES, APLC

Dated: May 14, 2025

By: 

Daniel F. Gaines
Attorneys for Plaintiffs

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **May 19, 2025** at Los Angeles, California.