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Assigned for all purposes:
Judge Melissa R. McCormick
Dept. CX104

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

SANTOS HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

STANLEY G. ALEXANDER, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 30-2022-01291342-CU-OE-CXC

**SECOND AMENDED 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 Plaintiff Santos Hernandez (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiff brings 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 Plaintiff, the State of California, and past and present employees of Defendants (hereinafter referred
21 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 Orange County. As such, and based upon
24 all the facts and circumstances incident to Defendants’ business in California, Defendants are
25 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
26 (“IWC”), and the California Business & Professions Code.

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

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

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

25 7. At all relevant times, Defendants were and are legally responsible for all of the
26 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
27 foregoing paragraphs as the employer of Plaintiff and the Class and the Aggrieved Employees.
28

Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Orange, State of California, as an driver and packer during the statutory period.

9. Plaintiff reserves 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.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Stanley G. Alexander, Inc. is:

- (a) A California corporation with its principal places of business in Orange, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Orange County;
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiff and the Class and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

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

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiff and the Class and the Aggrieved Employees in the
2 State of California.

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

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

17 14. Plaintiff is a California resident who worked for Defendants in the County of
18 Orange, State of California, as a driver and packer during the statutory period. During the statutory
19 time period, Plaintiff was typically scheduled to work at least 5 days in a workweek, and typically
20 in excess of 8 hours in a single workday.

21 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
22 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
23 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
24 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
25 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
26 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
27 Defendants was typical and illustrative.

1 16. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiff and the Class and the Aggrieved Employees for all hours worked, including all
3 overtime wages. Plaintiff and the Class and the Aggrieved Employees were required to work off the
4 clock, and uncompensated. For example, Plaintiff and the Class and the Aggrieved Employees
5 were required to wait in line in order to clock into work (when warehouse was open to employees).
6 Further, Plaintiff and the Class and the Aggrieved Employees were required to use their own
7 cellular telephones for work purposes while off the clock, such as to obtain instructions for
8 upcoming shifts, off the clock and uncompensated. Plaintiff and the Class and the Aggrieved
9 Employees were also underpaid due to Defendants' policy and practice of unlawful rounding and
10 manipulation of time entries. Additionally, Defendants regularly failed to include non-discretionary
11 bonuses and incentive compensation in the regular rate of pay for purposes of paying Plaintiff and
12 the Class and the Aggrieved Employees their overtime compensation.

13 17. Throughout the statutory period, Defendants have wrongfully failed to provide
14 Plaintiff and the Class and the Aggrieved Employees with legally compliant meal periods.
15 Defendants sometimes, but not always, required Plaintiff and the Class and the Aggrieved
16 Employees to work in excess of five consecutive hours a day without providing 30-minute,
17 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
18 compensating Plaintiff and the Class and the Aggrieved Employees for meal periods that were not
19 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
20 adequately inform Plaintiff and the Class and the Aggrieved Employees of their right to take a meal
21 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
22 tenth hour of work. Defendants also failed to accurately record meal periods. Accordingly,
23 Defendants' policy and practice was to not provide meal periods to Plaintiff and the Class and the
24 Aggrieved Employees in compliance with California law.

25 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
26 permit Plaintiff and the Class and the Aggrieved Employees to take timely and duty-free rest
27 periods. Defendants sometimes, but not always, required Plaintiff and the Class and the Aggrieved
28 Employees to work in excess of four consecutive hours a day without Defendants authorizing and

1 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours
2 of work (or major fraction of four hours), or without compensating Plaintiff and the Class and the
3 Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did
4 not adequately inform Plaintiff and the Class and the Aggrieved Employees of their right to take a
5 rest period. Moreover, Defendants did not have adequate policies or practices permitting or
6 authorizing rest periods for Plaintiff and the Class and the Aggrieved Employees, nor did
7 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
8 also did not have adequate policies or practices to verify whether Plaintiff and the Class and the
9 Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain
10 accurate records of employee work periods, and therefore Defendants cannot demonstrate that
11 Plaintiff and the Class and the Aggrieved Employees took rest periods during the middle of each
12 work period. Accordingly, Defendants' policy and practice was to not authorize and permit
13 Plaintiff and the Class and the Aggrieved Employees to take rest periods in compliance with
14 California law.

15 19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
16 Class and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
17 duties for Defendants without reimbursement, such as masks, tools, and the use of personal cellular
18 telephones for work purposes. Also, Plaintiff and the Class and the Aggrieved Employees were
19 required to use their own vehicles for work purposes, without automobile reimbursement or
20 mileage reimbursement.

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

26 21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
28 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages

1 earned for hours worked, correct overtime hours worked, correct wages for meal periods that were
2 not provided in accordance with California law, correct wages for rest periods that were not
3 authorized and permitted to take in accordance with California law, and Defendant's address).
4 Further, the wage statements do not show Defendant's address as required by California law. As a
5 result of these violations of California Labor Code § 226(a), the Plaintiff and the Class and the
6 Aggrieved Employees suffered injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid
8 minimum wages, overtime wages, meal period premium wages, and rest
9 period premium wages to which they were entitled, even though they were
10 entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,
12 overtime, meal period premium, and rest period premium wages, even
13 though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid
15 minimum, overtime, meal period premium, and rest period premium wages
16 at the correct California rate even though they were;
- 17 (d) the violations led them to believe they had been paid minimum, overtime,
18 meal period premium, and rest period premium wages at the correct
19 California rate even though they had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum,
21 overtime, meal period premium, and rest period premium owed to them;
- 22 (f) in connection with their employment before and during this action, and in
23 connection with prosecuting this action, the violations caused them to have
24 to perform mathematical computations to determine the amounts of wages
25 owed to them, computations they would not have to make if the wage
26 statements contained the required accurate information;

- 1 (g) by understating the wages truly due them, the violations caused them to lose
2 entitlement and/or accrual of the full amount of Social Security, disability,
3 unemployment, and other governmental benefits;
- 4 (h) the wage statements inaccurately understated the wages, hours, and wages
5 rates to which Plaintiff and the Class and the Aggrieved Employees were
6 entitled, and Plaintiff and the Class and the Aggrieved Employees were paid
7 less than the wages and wage rates to which they were entitled.

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

10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other
12 persons similarly situated, and thus, seek class certification under California Code of Civil
13 Procedure § 382.

14 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
15 authorized by California law.

16 24. The proposed Class consists of and is defined as:

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

20 25. At all material times, Plaintiff was a member of the Class.

21 26. Plaintiff undertakes this concerted activity to improve the wages and working
22 conditions of all Class Members.

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

- 25 (a) Numerosity: The members of the Class (and each subclass, if any) are so
26 numerous that joinder of all members would be unfeasible and impractical.
27 The membership of the entire Class is unknown to Plaintiff at this time,
28

1 however, the Class is estimated to be greater than 100 individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' records.

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

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

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

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

28 (e) Public Policy Considerations: The public policy of the State of California is

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

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

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

25 29. This Court should permit this action to be maintained as a class action pursuant to
26 California Code of Civil Procedure § 382 because:

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

- 1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the members of the Class;
- 3 (c) The members of the Class are so numerous that it is impractical to bring all
4 members of the class before the Court;
- 5 (d) Plaintiff, and the other members of the Class, will not be able to obtain
6 effective and economic legal redress unless the action is maintained as a
7 class action;
- 8 (e) There is a community of interest in obtaining appropriate legal and equitable
9 relief for the statutory violations, and in obtaining adequate compensation
10 for the damages and injuries for which Defendants are responsible in an
11 amount sufficient to adequately compensate the members of the Class for
12 the injuries sustained;
- 13 (f) Without class certification, the prosecution of separate actions by individual
14 members of the class would create a risk of:
- 15 1) Inconsistent or varying adjudications with respect to individual
16 members of the Class which would establish incompatible standards
17 of conduct for Defendants; and/or
- 18 2) Adjudications with respect to the individual members which would,
19 as a practical matter, be dispositive of the interests of other members
20 not parties to the adjudications, or would substantially impair or
21 impede their ability to protect their interests, including but not
22 limited to the potential for exhausting the funds available from those
23 parties who are, or may be, responsible Defendants; and,
- 24 (g) Defendants have acted or refused to act on grounds generally applicable to
25 the Class, thereby making final injunctive relief appropriate with respect to
26 the class as a whole.

27 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of
28 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, Plaintiff 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)

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

32. “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.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class and the Aggrieved Employees compensation for all hours they worked, based on Defendants’ policy and practice of unlawful rounding and manipulation of time entries. 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.

34. Accordingly, Plaintiff and the Class and the Aggrieved Employees are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

36. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff and the Class and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and the Aggrieved

1 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
2 ascertained according to proof at trial.

3 37. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
5 compensation due Plaintiff and the Class and the Aggrieved Employees.

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

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

15 40. Plaintiff and the Class and the Aggrieved Employees are also entitled to seek
16 recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant
17 to California Labor Code §§ 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Pay Overtime Wages)**

20 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
21 1 through 21 in this First Amended Complaint.

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

25 43. California Labor Code §§ 1194 and 1198 provide that employees in California shall
26 not be employed more than eight hours in any workday unless they receive additional compensation
27 beyond their regular wages in amounts specified by law. Additionally, California Labor Code §
28 1198 states that the employment of an employee for longer hours than those fixed by the Industrial

1 Welfare Commission is unlawful.

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

4 45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class and the
5 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
6 maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff
7 and the Class and the Aggrieved Employees are regularly required to work overtime hours.

8 46. At all times relevant hereto, Defendants regularly failed to include non-discretionary
9 bonuses and incentive compensation in the regular rate of pay for the purpose of paying Plaintiff
10 and the Class and the Aggrieved Employees their overtime compensation.

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

16 48. By failing to keep adequate time records required by Labor Code § 1174(d),
17 Defendants have made it difficult to calculate the full extent of overtime compensation due to
18 Plaintiff and the Class and the Aggrieved Employees.

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

23 50. California Labor Code § 204 requires employers to provide employees with all wages
24 due and payable twice a month. The Wage Orders also provide that every employer shall pay to
25 each employee, on the established payday for the period involved, overtime wages for all overtime
26 hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class and the
27 Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

1 **THIRD CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Meal Periods and Pay Meal Period**
3 **Premiums)**

4 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
5 through 21 in this First Amended Complaint.

6 52. Under California law, Defendants have an affirmative obligation to relieve the
7 Plaintiff and the Class and the Aggrieved Employees of all duty in order to take their first daily meal
8 periods no later than the start of Plaintiff and the Class and the Aggrieved Employees's sixth hour of
9 work in a workday, and to take their second meal periods no later than the start of the eleventh hour
10 of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable
11 Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each
12 five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an
13 employer to require any employee to work during any meal period mandated under any Wage Order.

14 53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and
15 the Class and the Aggrieved Employees with both meal periods as required by California law. By
16 their failure to permit and authorize Plaintiff and the Class and the Aggrieved Employees to take all
17 meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
18 to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section
19 226.7 of the California Labor Code and the applicable Wage Orders.

20 54. During the relevant time period, Defendants regularly failed to include non-
21 discretionary bonuses and incentive compensation in the regular rate of pay for purposes of meal
22 period premiums pursuant to California Labor Code section 226.7.

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

26 **FOURTH CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Authorize and Permit Rest Periods and Pay Rest**
28 **Period Premiums)**

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

57. 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.

58. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class and the 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 Plaintiff and the Class and the 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.

59. During the relevant time period, Defendants regularly failed to include non-discretionary bonuses and incentive compensation in the regular rate of pay for purposes of meal period premiums pursuant to California Labor Code section 226.7.

60. Under California law, Plaintiff and the Class and the 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)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

62. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff and the Class and the 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.

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

64. Plaintiff and the Class and the 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).

SIXTH CAUSE OF ACTION

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

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

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

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

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

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

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

71. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class and the 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)

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

73. 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.

74. 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 Plaintiff and the Class and the Aggrieved Employees, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

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

76. Specifically, Plaintiff 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).

77. Calculation of the true wage entitlement for Plaintiff and the Class and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class and the 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.

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

79. Plaintiff and the Class and the 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.)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

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

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

83. 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.*

84. 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

85. 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.*

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

87. 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 and Pay Meal Period Premiums at the Regular Rate of Pay

88. 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 and Pay Rest Period Premiums at the Regular Rate of Pay

89. 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

90. 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.*

Failure to Provide Accurate Itemized Wage Statements

91. 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.*

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

93. Plaintiff and the Class and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the

1 Defendants have wrongfully acquired, or of which Plaintiff and the Class and the Aggrieved
2 Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent
3 business practices. Plaintiff and the Class and the Aggrieved Employees are not obligated to
4 establish individual knowledge of the wrongful practices of Defendants in order to recover
5 restitution.

6 95. Plaintiff, individually, and on behalf of members of the putative class, are further
7 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
8 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
9 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the
10 future.

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

18 97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
19 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
20 withholdings.

21 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
22 putative Class Members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of this complaint; a
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
25 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
26 other applicable laws; and an award of costs.

1 **NINTH CAUSE OF ACTION**

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

4 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 21 in this First Amended Complaint.

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

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

15 102. Plaintiff has exhausted his administrative remedies pursuant to California Labor
16 Code § 2699.3. On November 5, 2022, Plaintiff gave written notice by online filing to the Labor
17 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
18 of the Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved
19 Employees, including the facts and theories to support the violations. At the time of this filing, 65
20 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency
21 has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
22 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code
23 § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
24 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558,
25 1197.1, and 2699(f)(2).

26 103. In addition, Plaintiff seeks penalties for Defendants’ violation of California
27 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any
28 entity, employing labor who willfully fails to maintain accurate and complete records required by

1 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
2 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
3 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
4 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours
5 worked in the payroll period and applicable rates of pay.

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

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

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

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

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 Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff 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

1 the date such amounts were due;

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

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

5 As to the Third Cause of Action

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

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

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

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

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

14 As to the Fourth Cause of Action

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

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

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

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

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

23 As to the Fifth Cause of Action

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

26 26. For general unpaid wages and reimbursement of business expenses as may be
27 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 Plaintiff 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.

1 Dated: February 5, 2024

Respectfully submitted,

2 MOON LAW GROUP, PC

3
4 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Linh H. Tran
Attorneys for Plaintiff

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8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: February 5, 2024

MOON LAW GROUP, PC

11
12 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Linh H. Tran
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **SECOND AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Marie D. DiSante
Erin Owen
Taylor Wendland
CDF LABOR LAW LLP
18300 Von Karman Avenue, Suite 800
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Attorneys for Stanley G. Alexander. Inc.

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **March 28, 2024** at Los Angeles, California.

Karen Castillo

Type or Print Name



Signature