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Kane Moon (SBN 249834)
E-mail: kane.moon@moonyanglaw.com
Enzo Nabiev (SBN 332118)
E-mail: enzo.nabiev@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiffs Susan Worthington
and Charles William Wilson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

SUSAN WORTHINGTON, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CREATIVE ALTERNATIVES, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CV-22-005673

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

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

DEMAND FOR JURY TRIAL

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1 Plaintiffs Susan Worthington and Charles William Wilson (“Plaintiffs”), based upon facts
2 that either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Creative Alternatives, and Does 1
6 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
8 pay 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. 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 limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs 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 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

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

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

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Susan Worthington is a California resident that worked for Defendants in the County of Stanislaus, State of California, as a social worker from approximately February 2019 to December 16, 2021.

9. Plaintiff Charles William Wilson is a California resident that worked for Defendants in the County of Stanislaus as a Childcare Specialist and Counselor from April 2017 until November 2020.

10. 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

11. Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendant Creative Alternatives is:

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

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

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

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

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

25 15. Plaintiff Susan Worthington is a California resident who worked for Defendants in
26 the County of Stanislaus, within the State of California, as a social worker during the statutory
27 period. During the statutory period, Defendants misclassified Plaintiff Susan Worthington as
28

1 exempt from California's overtime requirements, when in-fact Plaintiff Susan Worthington
2 should have been classified as a non-exempt employee.

3 16. Plaintiff Charles William Wilson is a California resident that worked for
4 Defendants in the County of Stanislaus as a Childcare Specialist and Counselor from April 2017
5 until November 2020. During the applicable statute of limitations, he was classified as a non-
6 exempt hourly paid employee.

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

14 18. Throughout the statutory period, Defendants maintained a policy and practice of
15 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
16 overtime wages. Throughout the statutory period, or at least a portion of that time, Plaintiffs, the
17 Class, and the Aggrieved Employees were misclassified as exempt employees, when in-fact
18 Plaintiffs and the Class should have been classified as non-exempt. Plaintiffs, the Class, and the
19 Aggrieved Employees worked as salaried employees, and worked in excess of 8 hours per day
20 and in excess of 40 hours per week, but were not paid any compensation in excess of their
21 salaries. Further, Plaintiffs, the Class, and the Aggrieved Employees were required to input only
22 their scheduled time in their timesheets, as opposed to the actual time worked, leading to off the
23 clock work, uncompensated. Plaintiffs, the Class, and the Aggrieved Employees, both those
24 classified as non-exempt and those misclassified as exempt, were also required to undergo
25 COVID screening prior to clocking into work, off the clock and uncompensated. Plaintiffs, the
26 Class, and the Aggrieved Employees were also required to attend orientation and training, off the
27 clock and uncompensated. Also throughout the statutory period, Plaintiffs, the Class, and the
28

1 Aggrieved Employees were required to be on-call, stand-by time, which was off the clock and
2 uncompensated.

3 19. Throughout the statutory period, Defendants unlawfully deducted monies from
4 Plaintiffs, the Class, and the Aggrieved Employees wages, which included a deduction for
5 scholarships for foster children, which some class members (including Plaintiffs) did not
6 authorize or withdrew their authorization from, but were still forced to pay, in violation of Labor
7 Code section 221.

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

19 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
21 periods. Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
22 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
23 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
24 hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class,
25 and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
26 also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right
27 to take a rest period. Moreover, Defendants did not have adequate policies or practices
28 permitting or authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor

1 did Defendants have adequate policies or practices regarding the timing of rest periods.
2 Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the
3 Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants
4 did not maintain accurate records of employee work periods, and therefore Defendants cannot
5 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
6 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
7 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
8 with California law.

9 22. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
10 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
11 their duties for Defendants without reimbursement, such as the use of personal cellular
12 telephones for work purposes. Also, Plaintiffs, the Class, and the Aggrieved Employees were
13 required to work from home and expend costs relating to a home office, without reimbursement
14 of office supplies, home internet, personal computers, and other office related costs. Also,
15 Plaintiffs, the Class, and the Aggrieved Employees were required to use their own vehicles for
16 work purposes, without reimbursement.

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

22 24. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
23 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
24 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
25 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
26 were not provided in accordance with California law, correct wages for rest periods that were not
27 authorized and permitted to take in accordance with California law, and Defendant's address).
28 Further, the wage statements do not show Defendant's address as required by California law. As

1 a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the
2 Aggrieved Employees suffered injury because, among other things:

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

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

CLASS ACTION ALLEGATIONS

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

26. All claims alleged herein arise under California law for which Plaintiffs seeks relief authorized by California law.

27. The proposed Class consists of and is defined as:

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

28. At all material times, Plaintiffs was a member of the Class.

29. Plaintiffs undertakes this concerted activity to improve the wages and working conditions of all Class Members.

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

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

(b) Typicality: Plaintiffs is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-

defined community of interest, and Plaintiffs's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

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

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

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

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

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

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

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

23 32. 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
26 question affecting only individual members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient 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
4 effective and economic legal redress unless the action is maintained as a
5 class action;
- 6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the statutory violations, and in obtaining adequate
8 compensation for the damages and injuries for which Defendants are
9 responsible in an amount sufficient to adequately compensate the members
10 of the Class for the injuries sustained;
- 11 (f) Without class certification, the prosecution of separate actions by
12 individual members of the class would create a risk of:
- 13 1) Inconsistent or varying adjudications with respect to individual
14 members of the Class which would establish incompatible standards
15 of conduct for Defendants; and/or
- 16 2) Adjudications with respect to the individual members which would,
17 as a practical matter, be dispositive of the interests of other
18 members not parties to the adjudications, or would substantially
19 impair or impede their ability to protect their interests, including but
20 not limited to the potential for exhausting the funds available from
21 those parties who are, or may be, responsible Defendants; and,
- 22 (g) Defendants have acted or refused to act on grounds generally applicable to
23 the Class, thereby making final injunctive relief appropriate with respect to
24 the class as a whole.

25 33. Plaintiffs contemplates the eventual issuance of notice to the proposed members of
26 the Class that would set forth the subject and nature of the instant action. The Defendants' own
27 business records may be utilized for assistance in the preparation and issuance of the
28 contemplated notices. To the extent that any further notices may be required, Plaintiffs would

1 contemplate the use of additional techniques and forms commonly used in class actions, such as
2 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
3 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

25 40. By failing to keep adequate time records required by California Labor Code §
26 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
27 compensation due Plaintiffs and the Class.
28

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

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

10 43. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
11 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
12 218.5, 218.6, and 1194(a).

13 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

20 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

13 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

7 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

20 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

23 **SEVENTH CAUSE OF ACTION**

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

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

28 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 Plaintiffs and the Class, 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), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

76. 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).

77. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class 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. Plaintiffs and the Class are entitled to recover from Defendants their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

79. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of

attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

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

80. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this 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 Plaintiffs, other Class members, and to the general public. Plaintiffs 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

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

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 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiffs and the Class Members suffered monetary injury as a direct result of

1 Defendants' wrongful conduct.

2 94. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
3 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
4 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived,
5 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs
6 and the Class are not obligated to establish individual knowledge of the wrongful practices of
7 Defendants in order to recover restitution.

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

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

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

23 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
24 and putative Class Members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of this complaint; a
26 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
27 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
28 1021.5 and other applicable laws; and an award of costs.

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3 **NINTH CAUSE OF ACTION**

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

6 99. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1
7 through 21 in this Complaint.

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

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

18 102. Plaintiffs has exhausted her administrative remedies pursuant to California Labor
19 Code § 2699.3. On December 12, 2022, she gave written notice by online filing to the Labor and
20 Workforce Development Agency and by certified mail to Defendants of the specific provisions
21 of the Labor Code that Defendants have violated against Plaintiffs and certain current and former
22 aggrieved employees, including the facts and theories to support the violations. Plaintiffs also
23 paid the filing fee. Plaintiffs’s PAGA case number is LWDA-CM-923986-22

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

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

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

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

26 106. Based on the conduct described in this Complaint, Plaintiffs is entitled to an award
27 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
28 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount

1 to be shown according to proof at trial. These penalties are in addition to all other remedies
2 permitted by law.

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

6 **PRAYER FOR RELIEF**

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

10 **Class Certification**

11 1. That this action be certified as a class action with respect to the First, Second,
12 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

13 2. That Plaintiffs be appointed as the representative of the Class; and

14 3. That counsel for Plaintiffs be appointed as Class Counsel.

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

16 4. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
18 minimum wages due;

19 5. For general unpaid wages as may be appropriate;

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

22 7. For liquidated damages;

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

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

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

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

overtime wages due;

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

7 As to the Sixth Cause of Action

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

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

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

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

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

17 As to the Seventh Cause of Action

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

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

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

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

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

26 As to the Eighth Cause of Action

27 40. That the Court declare, adjudge and decree that Defendants violated California
28 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked

(including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

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

47. 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; and,

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: February 28, 2023

Respectfully submitted,

MOON & YANG, APC

By:


Kane Moon
Enzo Nabiev
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: February 28, 2023

MOON & YANG, APC

By:


Kane Moon
Enzo Nabiev
Attorneys for Plaintiffs

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On May 31, 2023, I served the foregoing document described as:

 by placing the original a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant Creative Alternatives, Inc.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 31, 2023, at Los Angeles, California.

/S/ Ximena Reyes

Signature