

08/03/2026

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LILIAN SANCHEZ and MARISOL LOPEZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

FLYING FOOD GROUP, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No.: 26STCV02771

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

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

DEMAND FOR JURY TRIAL

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1 Plaintiffs Lilian Sanchez (“Plaintiff Sanchez”) and Marisol Lopez (“Plaintiff Lopez”)
2 (collectively referred to hereinafter as “Plaintiffs”), based upon facts that either have evidentiary
3 support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Flying Food Group, LLC, and Does
7 1 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
8 unfair business practices, and for civil penalties under the Private Attorneys General Act of 2004,
9 California Labor Code §§ 2698 *et seq.* (“PAGA”), stemming from Defendants’ failure to pay for
10 all hours worked (including minimum wages, straight time wages, and overtime wages), failure
11 to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
12 records of hours worked and meal periods, failure to timely pay all wages to terminated
13 employees, and failure to furnish accurate wage statements.

14 2. Plaintiffs bring the First Cause of Action under PAGA to recover civil penalties
15 that are owed to Plaintiffs, the State of California, and past and present employees of Defendants
16 who worked at Defendants’ facility located at 901 West Hillcrest Boulevard, Inglewood,
17 California 90301 (hereinafter referred to as “Aggrieved Employees”).

18 3. Plaintiffs bring the Second through Ninth Causes of Action individually and as a
19 class action on behalf of themselves and certain current and former employees of Defendants
20 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
21 below). The Class consists of Plaintiffs and all other persons who have been employed by any
22 Defendants at Defendants’ facility located at 901 West Hillcrest Boulevard, Inglewood,
23 California 90301 as an hourly-paid, non-exempt employee during the statute of limitations period
24 applicable to the claims pleaded here.

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Los Angeles County. As such, and based
27 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
28

are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

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

- (a) Failing to pay employees for all hours worked, including all minimum wages, straight time wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour’s pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour’s pay for each workday a rest period violation occurred;
- (d) Failing to maintain accurate records of the hours employees worked;
- (e) Willfully failing to pay employees all meal period, rest period, minimum wages, straight time wages, and overtime wages due within the time period specified by California law when employment terminates; and
- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

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

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and 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 Lilian Sanchez (“Plaintiff Sanchez”) is a California resident that worked for Defendants in the County of Los Angeles, State of California as a food packager from approximately 2023 to July 2025, during the statutory period.

9. Plaintiff Marisol Lopez (“Plaintiff Lopez”) is a California resident who worked for Defendants in the County of Los Angeles, State of California as a supervisor from June 19, 2018 to October 29, 2025.

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

B. Defendants

11. Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendants are:

- (a) Business entities with their principal places of business in Los Angeles, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employers of Plaintiffs, and the current and/or former employers of the Aggrieved Employees. Defendants suffered and permitted Plaintiffs and the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers

1 of Plaintiffs and the Class and Aggrieved Employees.

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

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

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

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

26 15. Plaintiffs are California residents who worked for Defendants in the County of Los
27 Angeles, State of California during the statutory period. During the statutory time period,
28

Defendants classified Plaintiffs as non-exempt employees. Plaintiffs were typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

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

17. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs and the Class and Aggrieved Employees for all hours worked, including all overtime wages. Throughout the statutory period, Plaintiffs and the Class and Aggrieved Employees were required to work off-the-clock, and uncompensated. For example, Plaintiffs and the Class and Aggrieved Employees were required to undergo security checks prior to clocking into work and after clocking out of work, off the clock and uncompensated. Also, Plaintiffs and the Class and Aggrieved Employees were required to wait in line in order to clock into work and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiffs and the Class and Aggrieved Employees were often interrupted during meal breaks without compensation. Also throughout the statutory period, Plaintiffs and the Class and Aggrieved Employees received nondiscretionary bonuses, shift differentials, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment.

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

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

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

25 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
26 Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their
27 duties for Defendants without reimbursement, such as the occasional use of personal cellular
28 telephones for work purposes and the purchase of specific types of shoes and clothing.

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

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

- 15 (a) the violations led them to believe that they were not entitled to be paid
16 minimum wages, overtime wages, meal period premium wages, and rest
17 period premium wages to which they were entitled, even though they were
18 entitled;
- 19 (b) the violations led them to believe that they had been paid the minimum,
20 overtime, meal period premium, and rest period premium wages, even
21 though they had not been;
- 22 (c) the violations led them to believe they were not entitled to be paid
23 minimum, overtime, meal period premium, and rest period premium wages
24 at the correct California rate even though they were;
- 25 (d) the violations led them to believe they had been paid minimum, overtime,
26 meal period premium, and rest period premium wages at the correct
27 California rate even though they had not been;
- 28

- 1 (e) the violations hindered them from determining the amounts of minimum,
2 overtime, meal period premium, and rest period premium owed to them;
3 (f) in connection with their employment before and during this action, and in
4 connection with prosecuting this action, the violations caused them to have
5 to perform mathematical computations to determine the amounts of wages
6 owed to them, computations they would not have to make if the wage
7 statements contained the required accurate information;
8 (g) by understating the wages truly due them, the violations caused them to
9 lose entitlement and/or accrual of the full amount of Social Security,
10 disability, unemployment, and other governmental benefits;
11 (h) the wage statements inaccurately understated the wages, hours, and wages
12 rates to which Plaintiffs and the Class and Aggrieved Employees were
13 entitled, and Plaintiffs and the Class and Aggrieved Employees were paid
14 less than the wages and wage rates to which they were entitled.

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

17 **CLASS ACTION ALLEGATIONS**

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

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

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

24
25 All persons who worked for any Defendant at Defendants' facility located at 901
26 West Hillcrest Boulevard, Inglewood, California 90301 beginning on October 8,
2024 and ending when notice to the Class is sent.

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

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

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

- 5 (a) Numerosity: The members of the Class (and each subclass, if any) are so
6 numerous that joinder of all members would be unfeasible and impractical. The
7 membership of the entire Class is unknown to Plaintiffs at this time, however, the
8 Class is estimated to be greater than 100 individuals and the identity of such
9 membership is readily ascertainable by inspection of Defendants' records.
- 10 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
11 interests of each Class Member with whom there is a shared, well-defined
12 community of interest, and Plaintiff's claims (or defenses, if any) are typical of all
13 Class Members' claims as demonstrated herein.
- 14 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
15 interests of each Class Member with whom there is a shared, well-defined
16 community of interest and typicality of claims, as demonstrated herein. Plaintiffs
17 have no conflicts with or interests antagonistic to any Class Member. Plaintiffs'
18 attorneys, the proposed class counsel, are versed in the rules governing class
19 action discovery, certification, and settlement. Plaintiffs have incurred, and
20 throughout the duration of this action, will continue to incur costs and attorneys'
21 fees that have been, are, and will be necessarily expended for the prosecution of
22 this action for the substantial benefit of each class member.
- 23 (d) Superiority: A Class Action is superior to other available methods for the fair and
24 efficient adjudication of the controversy, including consideration of:
- 25 i. The interests of the members of the Class in individually controlling the
26 prosecution or defense of separate actions;
- 27 ii. The extent and nature of any litigation concerning the controversy already
28 commenced by or against members of the Class;

1 iii. The desirability or undesirability of concentrating the litigation of the
2 claims in the particular forum; and

3 iv. The difficulties likely to be encountered in the management of a class
4 action.

5 (e) Public Policy Considerations: The public policy of the State of California is to
6 resolve the California Labor Code claims of many employees through a class
7 action. Indeed, current employees are often afraid to assert their rights out of fear
8 of direct or indirect retaliation. Former employees are also fearful of bringing
9 actions because they believe their former employers might damage their future
10 endeavors through negative references and/or other means. Class actions provide
11 the class members who are not named in the complaint with a type of anonymity
12 that allows for the vindication of their rights at the same time as their privacy is
13 protected.

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

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

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

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

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

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

27 (f) Failed to reimburse Class Members for all necessary business expenses; and
28

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

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - ii. Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

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

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

11 **FIRST CAUSE OF ACTION**

12 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
13 **2004, Cal. Lab. Code § 2698 et seq.)**

14 32. Plaintiffs incorporate by reference and re-alleges all preceding paragraphs as
15 though fully set forth herein.

16 33. At all times herein mentioned, Defendants were subject to the Labor Code of the
17 State of California and the applicable Industrial Welfare Commission Orders.

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

26 35. Plaintiff Sanchez has exhausted her administrative remedies pursuant to California
27 Labor Code § 2699.3. Plaintiff Sanchez gave written notice by online filing on August 23, 2025,
28 to the Labor and Workforce Development Agency and by certified mail on August 27, 2025, to

1 Defendants of the specific provisions of the Labor Code that Defendants have violated against
2 Plaintiff Sanchez and certain current and former aggrieved employees, including the facts and
3 theories to support the violations. Plaintiff Sanchez also paid the filing fee. Plaintiff Sanchez's
4 PAGA case number is LWDA-CM-1120678-25.

5 36. Plaintiff Lopez has exhausted her administrative remedies pursuant to California
6 Labor Code § 2699.3. Plaintiff Lopez gave written notice by online filing on December 26, 2025,
7 to the Labor and Workforce Development Agency and by certified mail on December 29, 2025,
8 to Defendants of the specific provisions of the Labor Code that Defendants have violated against
9 Plaintiff Lopez and certain current and former aggrieved employees, including the facts and
10 theories to support the violations. Plaintiff Lopez also paid the filing fee. Plaintiff Lopez's
11 PAGA case number is LWDA-CM-1146243-25.

12 37. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
13 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
14 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

15 38. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
16 Workforce Development Agency has not indicated that it intends to investigate Defendants'
17 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
18 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
19 the Labor Code described in this Complaint. These penalties include, but are not limited to,
20 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

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

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

17 41. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
18 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
19 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
20 to be shown according to proof at trial. These penalties are in addition to all other remedies
21 permitted by law.

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

25 **SECOND CAUSE OF ACTION**

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

27 43. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 42 in this Complaint.

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

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

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

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

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

18 49. By failing to keep adequate time records required by California Labor Code §
19 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
20 compensation due Plaintiffs and the Class.

21 50. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
22 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum
23 wages.

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

1 pay those wages twice a month.

2 52. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
3 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
4 218.5, 218.6, and 1194(a).

5 **THIRD CAUSE OF ACTION**

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

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

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

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

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

19 57. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
20 overtime compensation for the hours they have worked in excess of the maximum hours
21 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
22 Class are regularly required to work overtime hours.

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

28 59. By failing to keep adequate time records required by Labor Code § 1174(d),

1 Defendants have made it difficult to calculate the full extent of overtime compensation due to
2 Plaintiffs and the Class.

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

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

12 **FOURTH CAUSE OF ACTION**

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

14 62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 61 in this Complaint.

16 63. Under California law, Defendants have an affirmative obligation to relieve the
17 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
18 start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal
19 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
20 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
21 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
22 violation of Section 226.7 of the California Labor Code for an employer to require any employee
23 to work during any meal period mandated under any Wage Order.

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

1 the applicable Wage Orders.

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

5 **FIFTH CAUSE OF ACTION**

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

7 66. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 65 in this Complaint.

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

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

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

27 **SIXTH CAUSE OF ACTION**

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

1 70. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
2 paragraphs 1 through 69 in this Complaint.

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

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

9 73. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
10 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
11 2802(b).

12 **SEVENTH CAUSE OF ACTION**

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

15 74. Plaintiffs incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 73 in this Complaint.

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

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

77. Defendants' failure to pay Plaintiffs 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.

78. 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.

79. Plaintiffs and the Class 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.

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

EIGHTH CAUSE OF ACTION

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

81. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 80 in this Complaint.

82. 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.

83. 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.

84. 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.

85. 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).

86. 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.

87. 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).

88. 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).

NINTH CAUSE OF ACTION

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

89. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 88 in this Complaint.

90. Defendants, and each of them, are “persons” as defined under California Business

1 & Professions Code § 17201.

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

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

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

15 **Failure to Pay Minimum Wages**

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

19 **Failure to Pay Overtime Wages**

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

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

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

27 **Failure to Provide Meal Periods**

28 97. 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

98. 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

99. 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

100. 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.

101. 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.

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

103. 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 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

104. Plaintiff, individually, and on behalf of members of the putative class, are further

1 entitled to and do seek a declaration that the above described business practices are unfair,
2 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
3 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
4 practices in the future.

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

12 106. Plaintiffs also alleges that if Defendants are not enjoined from the conduct set
13 forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other
14 withholdings.

15 107. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs
16 and putative Class Members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; a
18 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
19 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
20 1021.5 and other applicable laws; and an award of costs.

21 **PRAYER FOR RELIEF**

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

25 **Class Certification**

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

28 2. That Plaintiffs be appointed as the representatives of the Class; and

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

2 As to the First Cause of Action

3 4. That the Court declare, adjudge and decree that Defendants violated the California
4 Labor Code by failing to pay wages for all hours worked (including minimum, straight time,
5 and overtime wages), failing to provide meal periods, failing to maintain accurate records of
6 meal periods, failing to authorize and permit rest periods, failing to maintain accurate records
7 of all hours worked and meal periods, failing to indemnify necessary business expenses,
8 failing to pay final wages at termination, and failing to furnish accurate wage statements;

9 5. For all actual, consequential and incidental losses and damages, according to
10 proof. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
11 applicable Labor Code provisions;

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

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

15 As to the Second Cause of Action

16 8. 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 9. For general unpaid wages as may be appropriate;

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

22 11. For liquidated damages;

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

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

26 As to the Third Cause of Action

27 14. 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;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

7 As to the Seventh Cause of Action

8 34. 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
10 of termination of the employment;

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

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

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

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

17 As to the Eighth Cause of Action

18 39. 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 40. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

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

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

26 As to the Ninth Cause of Action

27 44. 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;

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

46. 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.*;

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

48. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; 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: August 3, 2026

Respectfully submitted,

MOON LAW GROUP, PC

By: 

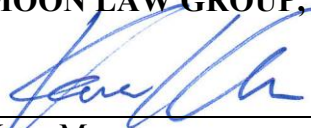
Kane Moon
Allen Feghali
Chancellor Nobles
Kaleb Oliver
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: August 3, 2026

MOON LAW GROUP, PC

By: 

Kane Moon
Allen Feghali
Chancellor Nobles
Kaleb Oliver
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 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017. On the date indicated below, I served the foregoing document(s) described below on all interested parties by the method described below:

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT:

SERVICE LIST:

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Attorney(s) for Defendant
FLYING FOOD GROUP, LLC

SERVICE METHOD:

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **August 3, 2026** at Los Angeles, California.

Alex Ward

Type or Print Name

/s/ Alex Ward

Signature