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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF TUOLUMNE**

15 ANDREA OTANEZ VERDUGO, COREY J.
16 DEVINE, JERMAINE WILLIS, IVAN ESCOBAR,
17 and SHERI KING, individually, and on behalf of
18 others similarly situated,

19 Plaintiffs,

20 v.

21 CAPSTONE LOGISTICS, LLC, a Delaware
22 Limited Liability Company with its principal place
23 of business in Georgia; and DOES 1 through 100,
24 inclusive,

25 Defendants.

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CASE NO.: CV66120

CLASS ACTION

[Assigned for all purposes to Dept. 5]

UNLIMITED CIVIL

**CONSOLIDATED AMENDED
COMPLAINT**

Action Filed: April 22, 2024

BY FAX

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20 v.

21 CAPSTONE LOGISTICS, LLC, a Delaware
22 Limited Liability Company with its principal place
23 of business in Georgia; and DOES 1 through 100,
24 inclusive,

25 Defendants.

CASE NO.: CV66120

CLASS ACTION

[Assigned for all purposes to Dept. 5]

UNLIMITED CIVIL

**CONSOLIDATED AMENDED
COMPLAINT**

Action Filed: April 22, 2024

1 Plaintiffs ANDREA OTANEZ VERDUGO, COREY J. DEVINE, JERMAINE WILLIS,
2 IVAN ESCOBAR, and SHERI KING, on behalf of themselves and other persons similarly
3 situated, hereby bring this class and PAGA action against Defendant CAPSTONE LOGISTICS,
4 LLC, and allege as follows:

5 1. Plaintiffs bring this class and representative PAGA action on behalf of themselves,
6 all other similarly situated current and former employees who worked for Defendant CAPSTONE
7 LOGISTICS, LLC (“Capstone” or “Defendant”) and DOES 1 through 100 inclusive (collectively
8 with Capstone, “Defendants”) to recover, among other things, wages and penalties from unpaid
9 wages earned and due, including but not limited to unpaid minimum wages, unlawful deductions
10 from wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period
11 policies, failure to pay all wages and premiums due to discharged and quitting employees, failure
12 to indemnify employees for necessary expenditures and/or losses incurred in discharging their
13 duties, failure to provide accurate itemized wage statements, failure to maintain required records,
14 and interest, attorneys’ fees, costs, and expenses.

15 2. This Consolidated Amended Complaint is intended to consolidate three separate
16 actions against Defendant: *Devine v. Capstone Logistics, LLC*, No. 20STCV39030, Los Angeles
17 Superior Court (the “Devine” case), which was filed on October 9, 2020; *Escobar v. Capstone*
18 *Logistics, LLC*, No. STK-CV-UOE-2020-0009429, San Joaquin Superior Court, which was filed
19 on November 9, 2020; and, *Verdugo v. Capstone Logistics, LLC*, No. CV66120, Tuolumne County
20 Superior Court, which was initially filed in Los Angeles Superior Court on March 15, 2022.
21 Plaintiffs Corey Devine, Jermaine Willis and Sheri King have also filed a Complaint In Intervention
22 in the instant case. The claims in these actions, as well as the claims raised in the pre-filing letters
23 to the LWDA in connection with these actions, are incorporated herein by reference.

24 **PLAINTIFFS**

25 3. Plaintiff Andrea Otanez Verdugo is a California resident who was employed by
26 Defendants as a lumper from October to December 2020.

27 4. Plaintiff Corey J. Devine is a citizen and resident of the State of California. Plaintiff
28 Devine was employed by Defendants in the State of California as a non-exempt employee from on

1 or about April 19, 2018 to on or about August 7, 2020.

2 5. Plaintiff Jermaine Willis is a resident of the State of California. Plaintiff Willis was
3 employed by Defendants in the State of California as a non-exempt employee from approximately
4 September 2023 to June 2024.

5 6. Plaintiff Ivan Escobar is a resident of the State of California. Plaintiff Escobar was
6 employed by Defendants in the State of California as a non-exempt employee beginning on or about
7 April 13, 2020.

8 7. Plaintiff Sherri King is a resident of the State of California. Plaintiff King was
9 employed by Defendants in the State of California as a non-exempt employee from approximately
10 June 2023 to September 2023.

11 **DEFENDANTS**

12 8. Plaintiffs are informed and believe, and thereon allege, that DEFENDANT
13 CAPSTONE LOGISTICS, LLC is and at all times relevant hereto was, a Delaware Limited
14 Liability Company, organized and existing under the laws of the State of Delaware. Plaintiffs are
15 further informed and believe, and thereon allege, that DEFENDANT CAPSTONE LOGISTICS,
16 LLC is authorized to conduct business in the State of California, and does conduct business in the
17 State of California. Specifically, DEFENDANT CAPSTONE LOGISTICS, LLC maintains offices
18 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the
19 County of Los Angeles, State of California.

20 9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
21 Plaintiffs at this time, and Plaintiffs therefore sue such Defendant under fictitious names. Plaintiffs
22 are informed and believe, and thereon allege, that each DEFENDANT designated as a DOE is
23 highly responsible in some manner for the events and happenings referred to herein, and legally
24 caused the injuries and damages alleged in this Complaint. Plaintiffs will seek leave of the court
25 to amend this Complaint to allege their true names and capacities when ascertained. The
26 Defendants, and each of them, were alter egos of each other and/or engaged in an integrated
27 enterprise with each other. Additionally, all of the Defendants were joint employers of Plaintiffs.

28 10. There exists, and at all times herein mentioned existed, a unity of interest and

1 ownership between the named Defendants, including DOES, such that any corporate individuality
2 and separateness between the named Defendants has ceased, and that the named Defendants are
3 alter egos in that the named Defendant effectively operates as a single enterprise, or are mere
4 instrumentalities of one another.

5 11. At all material times herein, each DEFENDANT was the agent, servant, co-
6 conspirator and/or employer of each of the remaining Defendants, acted within the purpose, scope,
7 and course of said agency, service, conspiracy and/or employment and with the express and/or
8 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
9 approved the acts of the other Defendants. However, each of these allegations are deemed
10 alternative theories whenever not doing so would result in a contradiction with the other allegations.

11 12. Whenever reference is made in this Complaint to any act, deed, or conduct of
12 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
13 one or more of its officers, directors, agents, employees, or representatives who was actively
14 engaged in the management, direction, control, or transaction of Defendants' ordinary business and
15 affairs.

16 13. As to the conduct alleged herein, each act was authorized, ratified or directed by
17 Defendants' officers, directors, or managing agents.

18 14. At all relevant times herein, Plaintiffs and other class members were employed by
19 Defendants under employment agreements that were partly written, partly oral, and partly implied.
20 In perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant
21 to, and in furtherance of, their policies and practices of not paying Plaintiffs and other class
22 members all wages earned and due, through methods and schemes which include, but are not
23 limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to
24 properly maintain records; failing to provide accurate itemized statements for each pay period;
25 failing to properly compensate Plaintiffs and other class members for necessary expenditures; and
26 requiring, permitting or suffering the employees to work off the clock, in violation of the California
27 Labor Code and the applicable Welfare Commission ("IWC") Orders.

28 15. Plaintiffs are informed and believe, and thereon allege, that each and every of the

1 acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each
2 acting as agents and/or employees, and/or under the direction and control of each of the other
3 Defendants, and that said acts and failures to act were within the course and scope of said agency,
4 employment and/or direction and control.

5 16. Pursuant to California Labor Code § 558.1, Defendant and any person acting on
6 behalf of any of the Defendant, are liable for violating, or causing to violate, any provision
7 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
8 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

9 17. As a direct and proximate result of the unlawful actions of Defendant, Plaintiffs have
10 suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject
11 to proof at trial, and within the jurisdiction of this Court.

12 **JURISDICTION**

13 18. The Superior Court of the State of California has jurisdiction in this matter because
14 Plaintiffs are residents of the State California, and Defendant is qualified to do business in
15 California and regularly conduct business in California. Further, no federal question is at issue
16 because the claims are based solely on California law.

17 19. Venue is proper in this judicial district because, *inter alia*, Plaintiff Verdugo and
18 Defendant engaged in an arbitration in this district and sought approval of the arbitrator's award in
19 this district.

20 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

21 20. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
22 Code §§ 2698-2699.5, Plaintiffs bring this action on behalf of themselves and all current and former
23 non-exempt aggrieved employees of Defendant working in non-exempt positions in the State of
24 California at any time within the period beginning one (1) year and sixty five (65) days prior to the
25 filing of the *Devine* action, and ending at the time this action settles or proceeds to final judgment
26 ("PENALTY PERIOD").

27 21. Pursuant to Labor Code § 2699.3, Plaintiff Devine gave written notice by online
28 filing on August 4, 2020 to the California Labor and Workforce Development Agency ("LWDA")

1 and by certified mail to Defendants of the specific provisions of the Labor Code and IWC Wage
2 Orders alleged to have been violated, including the facts and theories to support the alleged
3 violations. Plaintiff Devine has not received any response from the LWDA.

4 22. Pursuant to Labor Code § 2699.3, Plaintiff Escobar gave written notice by online
5 filing on October 30, 2020 to the LWDA and by certified mail to Defendant of the specific
6 provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the
7 facts and theories to support the alleged violations. Plaintiff Escobar has not received any response
8 from the LWDA.

9 23. Pursuant to Labor Code § 2699.3, Plaintiff Verdugo gave written notice by online
10 filing in 2022 to the LWDA and by certified mail to Defendant of the specific provisions of the
11 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
12 to support the alleged violations. Plaintiff Verdugo has not received any response from the LWDA.

13 24. As Plaintiffs waited more than sixty-five (65) days from the August 4, 2020
14 submission and postmark date of Plaintiffs' written notice before filing the original *Devine* action,
15 Plaintiffs have complied with all of the requirements set forth in Labor Code § 2699.3 to commence
16 a representative action under PAGA.

17 **CLASS ACTION ALLEGATIONS**

18 25. Plaintiffs bring this action on behalf of themselves and all others similarly situated
19 pursuant to California Code of Civil Procedure § 382. The Class is defined as:

20 All current or former employees who worked for Capstone within the State of
21 California in a non-exempt position at any time from August 1, 2019, through and
including July 25, 2025.

22 26. Excluded from the Class are Defendants, Defendants' subsidiaries and affiliates,
23 their officers, directors and member of their immediate families and any entity in which Defendants
24 have a controlling interest, the legal representatives, heirs, successors or assigns of any such
25 excluded party, the judicial officer(s) to whom this action is assigned, and the members of their
26 immediate families.

27 27. Plaintiffs reserve the right to modify or amend the definition of the proposed Class
28

1 and/or to add a subclass(es), if necessary, before this Court determines whether certification is
2 appropriate.

3 28. This action is appropriately suited for a Class Action because:

4 a. The potential class is a significant number, consisting, on information and
5 belief, of approximately 17,344 members. Joinder of all current and former employees individually
6 would be impractical.

7 b. This action involves common questions of law and fact to the potential class
8 because the action focuses on the Defendant's systematic course of illegal payroll practices and
9 policies, which was applied to all non-exempt employees in violation of the California Labor Code,
10 IWC Wage Orders, and the California Business and Professions Code which prohibits unfair
11 business practices arising from such violations. Common questions of law and fact include, without
12 limitation:

13 i. Whether Defendant's failure to provide required meal periods and
14 premium pay as alleged herein violated Cal. Labor Code §§ 226.7, 510,
15 512, 1194, 1197 and IWC Wage Order No. 9-2001, § 11;

16 ii. Whether Defendant's failure to provide required rest periods as alleged
17 herein violated Cal. Labor Code §§ 226.7, 512 and IWC Wage Order No.
18 9-2001, § 12;

19 iii. Whether Defendants' failure to pay overtime wages as alleged herein
20 violated Cal. Labor Code §§ 510, 1194, 1194.2, 1198 and IWC Wage
21 Order No. 9-2001, § 3;

22 iv. Whether Defendants' failure to pay minimum wages as alleged herein
23 violated Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001,
24 § 4;

25 v. Whether Defendants' failure to timely pay wages during employment as
26 alleged herein violated Cal. Labor Code § 204 and § 210;

- vi. Whether Defendant's failure to pay all wages due to discharged or quitting employees as alleged herein violated Cal. Labor Code §§ 201, 202, 203;
- vii. Whether Defendant's failure to provide accurate itemized wage statements as alleged herein violated Cal. Labor Code §§ 226 and IWC Wage Order No. 9-2001, § 7;
- viii. Whether Defendant's failure to indemnify employees for necessary expenditures incurred in discharge of duties as alleged herein violated Cal. Labor Code § 2802;
- ix. Whether Defendants violated Cal. Labor Code sections 221, 222, 222.5, 223, 224, 225, and 225.5 for subjecting Plaintiffs and Class Members to unlawful deductions from their pay;
- x. Whether Defendants violated sections 1194, 1194.2, and 1198 of the Cal. Labor Code by failing to pay Plaintiffs and the Class Members for all wages owed during the Class Period;
- xi. Whether Defendants engaged in an unfair practice and violated section 17200 of the California Business and Professions Code by failing to provide off-duty meal breaks to Plaintiffs and Class Members;
- xii. Whether Defendants engaged in an unfair practice and violated section 17200 of the California Business and Professions Code by failing to pay Plaintiffs and Class Members all wages and overtime wages owed during the Class Period;
- xiii. Whether Plaintiffs and the Class Members are entitled to restitution under Business and Professions Code § 17200;
- xiv. The proper formula(s) for calculating damages, interest, and restitution owed to Plaintiffs and the Class Members; and
- xv. The nature and extent of class-wide damages.

1 c. Plaintiffs' claims are typical of the claims of the Class. Both Plaintiffs and
2 the Class Members sustained injuries and damages, and were deprived of property rightly belonging
3 to them, arising out of and caused by Defendants' common course of conduct in violation of law
4 as alleged herein, in similar ways and for the same types of unpaid wages.

5 d. Plaintiffs are able to fairly and adequately protect the interests of all Class
6 Members because it is in their best interests to prosecute the claims alleged herein to obtain full
7 compensation due to them for all services rendered and hours worked. Counsel for Plaintiffs, The
8 Kick Law Firm APC and Diversity Law Group, are adequate to protect the interests of the Class
9 Members because they are experienced in wage and hour class actions and have the financial and
10 legal resources to meet the substantial costs and legal issues associated with this type of litigation.

11 e. A class action is superior to all other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
13 questions of law and fact common to the Class predominate over any questions affecting only
14 individual Class Members. Each Class Member has been damaged or may be damaged in the future
15 by reason of Defendants' unlawful policies and/or practices. Certification of this case as a class
16 action will allow those similarly situated persons to litigate their claims in the manner that is most
17 efficient and economical for the parties and the judicial system. Certifying this case as a class action
18 is superior because it allows for efficient and full disgorgement of the ill-gotten gains Defendants
19 have enjoyed by maintaining its unlawful practices and policies and will thereby effectuate
20 California's strong public policy of protecting employees from deprivation or offsetting of
21 compensation earned in their employment. If this action is not certified as a class action, it will be
22 impossible as a practical matter for many or most Class Members to bring individual action to
23 recover monies unlawfully withheld from their lawful compensation due from Defendants, due to
24 the relatively small amounts of such individual recoveries to the costs and burdens of litigation.

25 **FIRST CAUSE OF ACTION**

26 **Failure to Provide Required Meal Periods**

27 **[Cal. Labor Code §§ 226.7, 510, 512, 516, 1182, 1194, 1197; IWC Wage Orders**

28 **Nos.4-2001, 5-2001, 9-2001, § 11; 8 CCR §§ 11040, 11060]**

1 (On Behalf of Plaintiffs and the Class)

2 29. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
3 allegations in the foregoing paragraphs.

4 30. During the applicable statute of limitations period preceding the filing of the *Devine*
5 action, (“CLASS PERIOD”), as part of Defendants’ illegal payroll policies and practices to deprive
6 their non-exempt employees all wages earned and due, Defendants required, permitted or otherwise
7 suffered Plaintiffs other class members to take less than the 30-minute meal period, or to work
8 through them, and have failed to otherwise provide the required meal periods to Plaintiffs and other
9 employees pursuant to California Labor Code §§ 226.7, 512; IWC Order Nos. 4-2001, 5-2001, 9-
10 2001, § 11; and 8 CCR §§ 11040, 11060.

11 31. Defendants further violated California Labor Code §§ 226.7 IWC Wage Order
12 Nos.4-2001, 5-2001, 9-2001, § 11, and 8 CCR §§ 11040, 11060 by failing to compensate Plaintiffs
13 and other class members who were not provided with a meal period, in accordance with the
14 applicable wage order, one additional hour of compensation at each employee’s regular rate of pay
15 for each workday that a meal period was not provided.

16 32. Defendants further violated California Labor Code §§ 226.7, 510, 1194, 1197; IWC
17 Wage Order Nos. 4-2001, 5-2001, 9-2001; and 8 CCR §§ 11040, 11060 by failing to compensate
18 Plaintiffs and other class members for all hours worked during their meal periods.

19 33. As a proximate result of the aforementioned violations, Plaintiffs and other class
20 members have been damaged in an amount according to proof at trial, and seek all wages earned
21 and due, interest, penalties, expenses, and costs of suit.

22 **SECOND CAUSE OF ACTION**

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code §§ 226.7, 512, 516, 550, 551, 552, 1182; IWC Wage Orders Nos. 4-**
25 **2001, 5-2001, 9-2001, § 12; 8 CCR §§ 11040 11060]**

26 **(On Behalf of Plaintiffs and the Class)**

27 34. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
28 allegations in the foregoing paragraphs.

1 35. At all times relevant herein, as part of Defendants' illegal payroll policies and
2 practices to deprive their non-exempt employees all wages earned and due, Defendants failed to
3 provide rest periods to Plaintiffs and other class members as required under California Labor Code
4 §§ 226.7, 512, 552; IWC Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 12; and 8 CCR §§ 11040,
5 11060.

6 36. Defendants further violated California Labor Code § 226.7; IWC Wage Order Nos.
7 4-2001, 5-2001, 9-2001, § 12; and 8 CCR §§ 11040, 11060 by failing to pay Plaintiffs and other
8 class members who were not provided with a rest period, in accordance with the applicable wage
9 order, one additional hour of compensation at each employee's regular rate of pay for each workday
10 that a rest period was not provided.

11 37. As a proximate result of the aforementioned violations, Plaintiffs and other class
12 members have been damaged in an amount according to proof at trial, and seek all wages earned
13 and due, interest, penalties, expenses, and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **[Cal. Labor Code §§ 200, 218, 222, 222.5, 223, 225, 510, 516, 1182, 1194, 1198; IWC**
17 **Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 3; 8 CCR §§ 11040, 11060]**

18 **(On Behalf of Plaintiffs and the Class)**

19 38. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 39. Pursuant to California Labor Code §§ 222, 223, 510, 1194; IWC Wage Order Nos..
22 4-2001, 5-2001, 9-2001, § 3; and 8 CCR §§ 11040, 11060 Defendants are required to compensate
23 Plaintiffs and other class members for all overtime, which is calculated at one and one-half (1 ½)
24 times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty
25 (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with
26 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
27 worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

28 40. Plaintiffs and other Class Members are current and former non-exempt employees

entitled to the protections of California Labor Code §§ 222, 223, 510, 1194; IWC Wage Order Nos.. 4-2001, 5-2001, 9-2001, § 3; and 8 CCR §§ 11040, 11060. During the CLASS PERIOD, Defendants failed to compensate Plaintiffs and other Class Members for all overtime hours worked as required under the foregoing provisions of the California Labor Code, IWC Wage Order, and California Code of Regulations by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 222, 223, 510, 1194; IWC Wage Order Nos.. 4-2001, 5-2001, 9-2001, § 3; and 8 CCR §§ 11040, 11060, requiring, permitting or suffering Plaintiffs and other Class Members to work off the clock; requiring, permitting or suffering Plaintiffs and other Class Members to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiffs and other Class Members worked; failing to properly maintain Plaintiffs' and other Class Members' records; failing to provide accurate itemized wage statements to Plaintiffs for each pay period; and other methods to be discovered.

41. In violation of California law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiffs and other Class Members for all wages earned and all hours worked. When Plaintiffs and Class Members asked questions about their pay, Defendants would give dismissive responses, including but not limited to "that is all we can do" and "it is what it is" without further assistance or explanation. As a proximate result, Plaintiffs and other Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

42. Defendants' conduct described herein violates California Labor Code §§ 222, 223, 510, 1194; IWC Wage Order Nos.. 4-2001, 5-2001, 9-2001, § 3; and 8 CCR §§ 11040, 11060. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code, IWC Wage Orders, and California Code of Regulations, Plaintiffs and other Class Members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 43. As a proximate result of the aforementioned violations, Plaintiffs and other Class
2 Members have been damaged in an amount according to proof at trial, and seek all wages earned
3 and due, interest, penalties, expenses, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Minimum Wages**

6 **[Cal Labor Code §§ 200, 210, 218, 222, 222.5, 2223, 225, 225.5, 516, 1182, 1182.12,**
7 **1194, 1197; IWC Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 4; 8 CCR §§ 11040, 11060]**

8 **(On Behalf of Plaintiffs and the Class)**

9 44. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 45. Pursuant to California Labor Code §§ 210, 222, 222.5, 225.5, 1194, 1197; IWC
12 Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 4; and 8 CCR §§ 11040, 11060 payment to an
13 employee of less than the applicable minimum wage for all hours worked in a payroll period is
14 unlawful.

15 46. During the CLASS PERIOD, Defendants failed to pay Plaintiffs and other Class
16 Members minimum wages for all hours worked by, among other things: requiring, permitting or
17 suffering Plaintiffs and other Class Members to work off the clock; requiring, permitting or
18 suffering Plaintiffs and other Class Members to work through meal and rest breaks; illegally and
19 inaccurately recording time in which Plaintiffs and other Class Members worked; failing to
20 properly maintain Plaintiffs' and other Class Members' records; failing to provide accurate
21 itemized wage statements to Plaintiffs and other Class Members for each pay period; and other
22 methods to be discovered.

23 47. Defendants' conduct described herein violates California Labor Code §§ 210, 222,
24 222.5, 225.5, 1194, 1197; IWC Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 4; and 8 CCR §§
25 11040, 11060. As a proximate result of the aforementioned violations, Plaintiffs and other Class
26 Members have been damaged in an amount according to proof at trial. Therefore, pursuant to
27 California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2, 1197.1, and other applicable provisions
28 under the Labor Code, IWC Wage Orders, and the California Code of Regulations, Plaintiffs and

1 other Class Members are entitled to recover the unpaid balance of wages owed to them by
2 Defendant, plus interest, liquidated damages, penalties, attorneys' fees, expenses, and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Timely Pay Wages During Employment**

5 **[Cal. Labor Code §§ 200, 201.3, 204, 204.1, 204b, 204.2, 205, 205.5, 206, 218, 222,**
6 **222.5, 225, 1197.2]**

7 **(On Behalf of Plaintiffs and the Class)**

8 48. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 49. Pursuant to California Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5,
11 206, 222, 222.5, for all labor performed between the 1st and 15th days of any calendar month,
12 Defendant are required to pay their nonexempt employees between the 16th and 26th day of the
13 month during which the labor was performed. California Labor Code § 204 also provides that for
14 all labor performed between the 16th and 26th days of any calendar month, Defendant are required
15 to pay their nonexempt employees between the 1st and 10th day of the following calendar month.
16 In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the
17 normal work period shall be paid no later than the payday of the next regular payroll period.

18 50. During the CLASS PERIOD, Defendants knowingly and willfully failed to timely
19 pay Plaintiffs and other Class Members all the wages for labor performed by the next regular payroll
20 period as required by California Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 206,
21 222, 222.5.

22 51. Defendants' pattern, practice and uniform administration of its corporate policy of
23 illegally denying employee compensation, as described herein, is unlawful and entitles Plaintiffs
24 and the Class Members to recover, pursuant to California Labor Code § 218, the unpaid balance of
25 the compensation owed to them in a civil action.

26 52. Pursuant to California Labor Code § 218.6 and California Labor Code §§ 3287(b)
27 and 3289, Plaintiffs and the Class Members seek to recover pre-judgment interest on all amounts
28 recovered herein.

53. Pursuant to California Labor Code § 218.5, Plaintiff and the Class Members request that the Court award them reasonable attorneys' fees and the costs incurred by them in this action, as well as any statutory penalties Defendants' may owe under the California Labor code and/or any other statute.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged or Quitting Employees

[Cal. Labor Code §§ 200, 201, 201.5, 202, 203, 218, 222, 222.5, 225 227.3, 256]

(On Behalf of Plaintiffs and the Class)

54. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

55. Pursuant to California Labor Code §§ 201, 201.5, 202, 203, 222, and 222.5, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

56. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

57. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

58. During the CLASS PERIOD, Defendant has willfully failed to pay accrued wages and other compensation to Plaintiffs and other separated Class Members in accordance with California Labor Code §§ 201, 201.5, 202, 222, and 222.5.

59. As a result, Plaintiffs and other Class Members who have separated employment are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

60. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and other separated Class Members have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SEVENTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 200, 218, 226, 226.2, 226.3, 516, 1182; IWC Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 7; 8 CCR §§ 11040; 11060]

(On Behalf of Plaintiffs and the Class)

61. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

62. During the CLASS PERIOD, Defendant routinely failed to provide Plaintiffs and other Class Members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiffs and other Class Members, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code §§ 226, 226.3; IWC Wage Orders Nos. 4-2001, 5-2001, 9-2001, § 7; and 8 CCR §§ 11040; 11060.

63. During the CLASS PERIOD, when Defendant issued wage statements to Plaintiffs and the Class Members, Defendants would separate overtime hours and double time from the premium paid for those corresponding hours and with the overtime and double time not reflecting the rate at which they were paid.

64. During the CLASS PERIOD, when “Premium” wages we paid, the wage statements did not identify the correct rates of pay and/or hours worked and when “Special Project” wages were paid no rate of pay and/or hours worked were identified.

65. During the CLASS PERIOD, Defendant acted with deliberate indifference and conscious disregard to the rights of employees and knowingly and intentionally failed to provide

1 Plaintiffs and other Class Members with timely, accurate, and itemized wage statements in
2 accordance with California Labor Code § 226(a).

3 66. During the CLASS PERIOD, Plaintiffs and other Class Members suffered injury as
4 a result of Defendant's failure to provide timely and accurate itemized wage statements as Plaintiffs
5 and other Class Members could not promptly and easily determine from the wage statement alone
6 one or more of the following: the gross wages earned, the total hours worked, all deductions made,
7 the net wages earned, the name and address of the legal entity or entities employing Plaintiffs and
8 other Class Members, and/or all applicable hourly rates in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate.

10 67. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
11 other Class Members have been damaged in an amount according to proof at trial, and seek all
12 wages earned and due, plus interest thereon. Additionally, Plaintiffs and other Class Members are
13 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
14 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
15 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
16 226(e), as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

18 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of** 19 **Duties**

20 **[Cal. Labor Code §§ 2800, 2802]**

21 **(On Behalf of Plaintiffs and the Class)**

22 68. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 69. California Labor Code § 2800 requires an employer to indemnify employees for
25 losses caused by the employer's lack of ordinary care.

26 70. California Labor Code § 2802(a) requires an employer to indemnify an employee
27 for all necessary expenditures or losses incurred by the employee in direct consequence of the
28 discharge of his or her duties, or of his or her obedience to the directions of the employer.

71. During the CLASS PERIOD, Defendants knowingly and willfully failed to indemnify Plaintiffs and other Class Members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants, including but not limited to expenses for uniforms, cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

72. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and other Class Members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, Plaintiffs and other Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT

[Cal. Labor Code §§ 2698- 2699.5]

(On Behalf of Plaintiffs and the Aggrieved Employees)

73. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

74. Plaintiffs are “aggrieved employees” within the meaning of California Labor Code § 2699(c), and proper representatives to bring a civil action on behalf of themselves and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiffs and other aggrieved employees were employed by Defendants and one or more of the alleged violations of the California Labor Code were committed against Plaintiffs during the PENALTY PERIOD.

75. Plaintiffs seek to recover civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

76. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, Plaintiffs seeks to recover civil penalties, including but not limited to

1 penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
2 Order No. 9-2001, § 20, from Defendants in a representative action for the violations set forth
3 above, including but not limited to:

- 4 a. Failing to provide Plaintiffs and other current and former employees with legally
5 required meal periods and properly compensate Plaintiffs and other current and
6 former employees for missed meal periods in violation of California Labor Code
7 §§ 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 9;
- 8 b. Failing to provide Plaintiffs and other current and former employees with legally
9 required rest periods and properly compensate Plaintiffs and other current and
10 former employees for missed rest periods in violation of California Labor Code
11 §§ 226.7 and 512 and IWC Wage Order No. 9;
- 12 c. Failing to properly compensate Plaintiffs and other current and former
13 employees for all overtime hours worked in violation of California Labor Code
14 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 9;
- 15 d. Failing to compensate Plaintiffs and other current and former employees at a
16 wage rate at least equal to the California minimum wage for each hour worked
17 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197, 1197.1,
18 and IWC Wage Order No. 9;
- 19 e. Failing to maintain required records in violation of California Labor Code §§
20 1174-1174.5;
- 21 f. Failing to provide Plaintiffs and other current and former employees with
22 accurate itemized wage statements that set forth the wage rate paid for each hour
23 worked, in violation of California Labor Code § 226;
- 24 g. Failing to properly compensate Plaintiffs and other current and former
25 employees for all wages when due in violation of California Labor Code §§ 201,
26 202, and 204;
- 27 h. Failing to indemnify Plaintiffs and other current and former employees for
28 necessary expenditures incurred in discharge of duties in violation of California

Labor Code § 2802; and

77. These penalties are in addition to any other relief available under the Labor Code. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Plaintiffs seeks such civil penalties under Labor Code § 2699(f) for Defendants' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

78. Pursuant to California Labor Code § 2699.3, Plaintiff Devine gave written notice on August 9, 2019 by online filing to the California Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations.

79. Pursuant to California Labor Code § 2699.3, Plaintiff Escobar gave written notice by online filing on October 30, 2020 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations.

80. Pursuant to Labor Code § 2699.3, Plaintiff Verdugo gave written notice by online filing in 2022 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations.

81. More than sixty-five (65) days have passed and the LWDA has not provided notice to Plaintiffs that it intends to investigate the alleged violations.

82. Therefore, Plaintiffs have complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

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[Cal. Labor Code §§ 216, 221, 226.8, 511, 2810, 2810.3; Business and Professions Code § 17200, *Et Seq.*]

83. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

- a. Failing to properly compensate Plaintiffs and other current and former employees for missed meal periods in violation of California Labor Code §§ 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 9;
- b. Failing to properly compensate Plaintiffs and other current and former employees for missed rest periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9;
- c. Failing to properly compensate Plaintiffs and other current and former employees for all overtime hours worked in violation of California Labor Code §§ 226, 510, 1194, 1197 and IWC Wage Order No. 9;
- d. Failing to compensate Plaintiffs and other current and former employees at a wage rate at least equal to the California minimum wage for each hour worked in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and IWC Wage Order No. 9;
- e. Failing to maintain required records in violation of California Labor Code §§ 1174-1174.5; and
- f. Failing to indemnify Plaintiffs and other current and former employees for necessary expenditures incurred in discharge of duties in violation of California Labor Code § 2802.

1 85. Defendants' utilization of such unfair and unlawful business practices constitutes
2 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

3 86. Plaintiffs seek, individually and on behalf of other members of the Class similarly
4 situated, full restitution of monies, as necessary and according to proof, to restore any and all
5 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
6 complained of herein.

7 87. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
8 mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as
9 proscribed by California Business & Professions Code section 17200, *et seq.*, including those set
10 forth herein above thereby depriving Plaintiffs and other Class Members the minimum working
11 standards and conditions due to them under the California laws as specifically described therein.

12 **ELEVENTH CAUSE OF ACTION**
13 **UNLAWFUL DEDUCTIONS FROM PAY**
14 **[Cal. Labor Code §§ 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, and 225.5]**
 On Behalf of Plaintiffs and the Class Against All Defendants

15 88. Plaintiffs re-allege and incorporates by reference each and every allegation set forth
16 in the preceding paragraphs.

17 89. Cal. Labor Code § 221 provides that, "It shall be unlawful for any employer to
18 collect or receive from an employee any part of wages theretofore paid by said employer to said
19 employee."

20 90. Furthermore, Cal. Labor Code § 222 provides that, "It shall be unlawful, in case of
21 any wage agreement arrived at through collective bargaining, either willfully or unlawfully or with
22 intent to defraud an employee, a competitor, or any other person, to withhold from said employee
23 any part of the wage agreed upon."

24 91. Cal. Labor Code § 222.5 further provides that, "No person shall withhold or deduct
25 from the compensation of any employee, or require any prospective employee or applicant for
26 employment to pay, any fee for, or cost of, any pre-employment medical or physical examination
27 taken as a condition of employment, nor shall any person withhold or deduct from the compensation
28 of any employee, or require any employee to pay any fee for, or costs of, medical or physical

1 examinations required by any law or regulation of federal, state or local governments or agencies
2 thereof.”

3 92. In addition, Cal. Labor Code § 223 provides that, “Where any statute or contract
4 requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a
5 lower wage while purporting to pay the wage designated by statute or contract.”

6 93. Cal. Labor Code § 224 further provides as follows:

7 The provisions of Sections 221, 222 and 223 shall in no way make it unlawful for
8 an employer to withhold or divert any portion of an employee’s wages when the
9 employer is required or empowered so to do by state or federal law or when a
10 deduction is expressly authorized in writing by the employee to cover insurance
11 premiums, hospital or medical dues, or other deductions not amounting to a rebate
12 or deduction from the standard wage arrived at by collective bargaining or pursuant
to a wage agreement or statute, or when a deduction to cover health and welfare or
pension plan contributions is expressly authorized by a collective bargaining or
wage agreement.

13 Nothing in this section or any other provision of law shall be construed as
14 authorizing an employer to withhold or divert any portion of an employee’s wages
15 to pay any tax, fee or charge prohibited by § 50026 of the Government Code,
whether or not the employee authorizes such withholding or diversion.

16 94. Moreover, Cal. Labor Code § 225 provides that, “The violation of any provision of
17 Sections 221, 222, 222.5, or 223 is a misdemeanor.”

18 95. Cal. Labor Code § 225.5 further provides that:

19 In addition to, and entirely independent and apart from, any other penalty provided
20 in this article, every person who unlawfully withholds wages due any employee in
21 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as
follows:

22 (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each
23 employee.

24 (b) For each subsequent violation, or any willful or intentional violation, two
25 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld.

26 The penalty shall be recovered by the Labor Commissioner as part of a hearing held
27 to recover unpaid wages and penalties or in an independent civil action. The action
28 shall be brought in the name of the people of the State of California and the Labor
Commissioner and attorneys thereof may proceed and act for and on behalf of the
people in bringing the action. Twelve and one-half percent of the penalty recovered

1 shall be paid into a fund within the Labor and Workforce Development Agency
2 dedicated to educating employers about state labor laws, and the remainder shall be
3 paid into the State Treasury to the credit of the General Fund.

4 96. As to Plaintiffs' and the Class Members' right to sue for the violations committed
5 by Defendants, Cal. Labor Code § 218 provides that, "Nothing in this article shall limit the authority
6 of the district attorney or any county or prosecuting attorney of any city to prosecute actions, either
7 civil or criminal, for violations of this article or to enforce the provisions thereof independently and
8 without specific direction of the division. Nothing in this article shall limit the right of any wage
9 claimant to sue directly or through an assignee for any wages or penalty due him under this article."

10 97. Further, Cal. Labor Code § 218.5 provides that, "In any action brought for the
11 nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the
12 court shall award reasonable attorney's fees and costs to the prevailing party if any party to the
13 action requests attorney's fees and costs upon the initiation of the action. This section shall not
14 apply to an action brought by the Labor Commissioner."

15 98. Finally, Cal. Labor Code § 218.6 provides that, "In any action brought for the
16 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
17 interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the
18 date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of
19 Division 2."

20 99. Based on the foregoing, the deductions made on the Plaintiffs' and Class Members'
21 wages were unlawful and they are entitled to the remedies provided above.

22 **TWELFTH CAUSE OF ACTION**
23 **FAILURE TO MAINTAIN PAYROLL RECORDS**
24 **(Violation of Cal. Labor Code § 1174(d))**

25 **On Behalf of Plaintiffs and the Class Against All Defendants**

26 100. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
27 in the preceding paragraphs.

28 101. Pursuant to Cal. Labor Code § 1174(d), an employer shall keep at a central location
in the state or at the plants or establishments at which employees are employed, payroll records

1 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
2 by, and any applicable piece rate paid to, employees employed at the respective plants or
3 establishments. These records shall be kept in accordance with rules established for this purpose
4 by the commission, but in any case, shall be kept on file for not less than two years.

5 102. Defendant has intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid to Plaintiffs and the Class
7 Members.

8 103. As a result of Defendants' violation of Cal. Labor Code § 1174(d), Plaintiffs and the
9 Class Members have suffered injury and damage to their statutorily protected rights.

10 104. More specifically, Plaintiffs and the Class Members have been injured by
11 Defendants' intentional and willful violation of Cal. Labor Code § 1174(d) because they were
12 denied both their legal right and protected interest, in having available, accurate and complete
13 payroll records pursuant to Cal. Labor Code § 1174(d).

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiffs, individually and on behalf of all other persons similarly
16 situated, by their attorneys, respectfully pray for relief against Defendant and DOES 1 through 100,
17 inclusive, and each of them, as follows:

- 18 1. For an order certifying the proposed class;
- 19 2. For an order appointing Plaintiffs as the class representatives as described herein;
- 20 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 21 4. Upon the First Cause of Action, for damages and/or penalties pursuant to California
22 Labor Code sections 201, 202, 203, 226.7, 510, 512, 1194, 1194.2, and 1197;
- 23 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
24 California Labor Code sections 201, 202, 203, 226.7, 512, 552, and 558;
- 25 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California
26 Labor Code sections 201, 202, 203, 222, 222.5, 510, 1194, 1194.2, and 1198;
- 27 7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to
28 California Labor Code sections 201, 202, 203, 210, 222, 222.5, 1194, 1194.2, and 1197;

1 8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California
2 Labor Code section 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 206, 222, 222.5;

3 9. Upon the Sixth Cause of Action, for penalties pursuant to California Labor Code
4 sections 201, 201.5, 202, 203, 227.3, and 1194.2;

5 10. Upon the Seventh Cause of Action, for damages and/or penalties pursuant to
6 California Labor Code section 226(a), 226.3;

7 11. Upon the Eighth Cause of Action, for damages and/or penalties pursuant Labor
8 Code section 2800, 2802;

9 12. Upon the Ninth Cause of Action, for civil penalties pursuant to Labor Code section
10 2698 *et. seq.*;

11 13. Upon the Tenth Cause of Action, for restitution to Plaintiffs and other similarly
12 affected members of the general public of all funds unlawfully acquired by Defendant by means of
13 any acts or practices declared by this Court to be in violation of Labor Code sections 216, 221,
14 226.8, 450, 411, 558, 1194.2, 2810, 2810.3, and Business & Professions Code section 17200, *et*
15 *seq.*, and for costs and attorneys' fees;

16 14. On all causes of action, for attorneys' fees and costs as provided by California Labor
17 Code sections 218.5, 226, and 1194, and Code of Civil Procedure section 1021.5

18 15. For civil penalties according to proof, including but not limited to the amount of any
19 unpaid wages of Plaintiffs, class members and aggrieved employees and all penalties authorized by
20 the Labor Code §§ 210, 226, 226.3, 558, 1174.5, 1194.2, 1197.1, and 2699(a) and (f);

21 16. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
22 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
23 interest

24 17. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
25 any other applicable provisions providing for attorney's fees and costs; and

26 18. For such other and further relief that the Court may deem just and proper.
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Respectfully submitted,

Dated: October 31, 2025

THE KICK LAW FIRM, APC

By: /s/ Taras Kick

Taras Kick

Tyler Dosaj

Attorneys for Plaintiffs individually, and on
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Dated: October 31, 2025

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