

Kane Moon (SBN 249834)
 E-mail: kmoon@moonlawgroup.com
 Allen Feghali (SBN 301080)
 E-mail: afeghali@moonlawgroup.com
 Charlotte Mikat-Stevens (SBN 327047)
 E-mail: cmikat-stevens@moonlawgroup.com

MOON LAW GROUP, PC
 725 S. Figueroa Street, Suite 3100
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Colette Mahon (SBN 304745)
 E-mail: cmahon@lfecr.com

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS
 3500 West Olive Avenue, Third Floor
 Burbank, CA 91505
 Telephone: (323)375-5101
 Facsimile: (323)306-5571

Attorneys for Plaintiffs Ana Maria Avila and Elliott Perkins

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

ANA MARIA AVILA and ELLIOTT PERKINS,
 individually, and on behalf of all others similarly
 situated,

Plaintiffs,

vs.

REVOLUTION FOODS, INC.; and DOES 1
 through 10, inclusive,

Defendants

Case No.: 25STCV26474

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*]

DEMAND FOR JURY TRIAL

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1 Plaintiffs Ana Maria Avila and Elliott Perkins (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present hourly-paid, non-exempt employees of
21 Defendants who worked in California during the applicable statute of limitations period (hereinafter
22 referred to as the “Aggrieved Employees”).

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

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

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Avila is a California resident who worked for Defendants in the County of Los Angeles, State of California from approximately December 2014 to October 2024.

9. Plaintiff Perkins is a California resident who worked for Defendants in the County of Alameda, State of California from approximately September 2021 to November 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 believe, and based upon that information and belief allege, 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 Alameda County; and
- (c) The former employers of Plaintiffs, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiffs, the Class, and the 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 of Plaintiffs, the Class, and the Aggrieved Employees.

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

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

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

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

25 15. Plaintiffs are California residents who worked for Defendants in the Counties of Los
26 Angeles and/or Alameda, State of California during the statutory period. During the statutory time
27 period, Defendants classified Plaintiffs as non-exempt employees. Plaintiffs were typically
28

1 scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single
2 workday.

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

10 17. Throughout the statutory period, Defendants maintained a policy and practice of not
11 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
12 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work off the
13 clock, and uncompensated. For example, Plaintiffs, the Class, and the Aggrieved Employees were
14 required to complete work uncompensated, including to handle customer inquiries and complete
15 tasks. Also, Plaintiffs, the Class, and the Aggrieved Employees were sometimes interrupted during
16 meal breaks, without compensation. Also, throughout the statutory period, Plaintiffs, the Class,
17 and the Aggrieved Employees received nondiscretionary bonuses and other remuneration.
18 However, Defendants failed to incorporate all remuneration when calculating the correct overtime
19 rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment.
20 Also, Defendants failed to include the amount of unused and available paid sick days available in
21 wage statements.

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

adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

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

20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the use of personal cellular telephones for work purposes. Defendants at some point provided company telephones, but even then co-workers often called on personal cellular telephones.

21. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all

1 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
2 premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
3 Employees their final paychecks immediately upon termination.

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

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum wages, overtime wages, meal period premium wages, rest period
15 premium wages, and reimbursement for business expenses to which they
16 were entitled, even though they were entitled;
- 17 (b) the violations led them to believe that they had been paid the minimum,
18 overtime, meal period premium, and rest period premium wages, even
19 though they had not been;
- 20 (c) the violations led them to believe they were not entitled to be paid minimum,
21 overtime, meal period premium, and rest period premium wages at the
22 correct California rate, even though they were;
- 23 (d) the violations led them to believe they had been paid minimum, overtime,
24 meal period premium, and rest period premium wages at the correct
25 California rate, even though they had not been;
- 26 (e) the violations hindered them from determining the amounts of minimum,
27 overtime, meal period premium, and rest period premium wages and
28 business reimbursements owed to them;

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

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

15 **CLASS ACTION ALLEGATIONS**

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

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

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

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

25 26. At all material times, Plaintiffs were each a member of the Class.

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

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

1 readily ascertainable:

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

claims in the particular forum; and

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

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

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

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

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

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

1 the Class, thereby making final injunctive relief appropriate with respect to
2 the Class as a whole.

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

10 **FIRST CAUSE OF ACTION**

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

12 32. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
13 foregoing paragraphs of this Complaint.

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

17 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
18 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
19 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
20 of California Labor Code § 1194, and any additional applicable IWC Wage Orders, which require
21 such compensation to non-exempt employees.

22 35. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all
23 non-overtime hours worked for Defendants.

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

26 37. By virtue of Defendants' unlawful failure to pay additional compensation to
27 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
28 suffered, and will continue to suffer, damages in amounts which are presently unknown to

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

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

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

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

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

17 **SECOND CAUSE OF ACTION**

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

19 42. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
20 foregoing paragraphs of this Complaint.

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

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

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

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

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

12 48. By failing to keep adequate time records required by California Labor Code §
13 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
14 due to Plaintiff and the Class.

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

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

24 **THIRD CAUSE OF ACTION**

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

26 51. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
27 foregoing paragraphs of this Complaint.
28

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

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

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

FOURTH CAUSE OF ACTION

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

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

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

1 for an employer to require any employee to work during any rest period mandated under any IWC
2 Wage Order.

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

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

12 **FIFTH CAUSE OF ACTION**

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

14 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
15 foregoing paragraphs of this Complaint.

16 60. Defendants violated California Labor Code § 2802 and the applicable IWC Wage
17 Orders by failing to pay and indemnify Plaintiffs and the Class for their necessary expenditures
18 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
19 directions of Defendants.

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

22 62. Plaintiffs and the Class she represents are entitled to attorneys' fees, expenses, and
23 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor
24 Code § 2802(b).

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1 **SIXTH CAUSE OF ACTION**

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

4 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
5 foregoing paragraphs of this Complaint.

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

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

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

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

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

69. 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.

SEVENTH CAUSE OF ACTION

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

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

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

74. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

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

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

9 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
10 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code
11 § 226(h).

12 **EIGHTH CAUSE OF ACTION**

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

15 78. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
16 foregoing paragraphs of this Complaint.

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

19 80. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs seek
21 to enforce important rights affecting the public interest within the meaning of California Code of
22 Civil Procedure § 1021.5.

23 81. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business & Professions
25 Code §§ 17200, *et seq.*

26 82. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be
27 predicated on the violation of any state or federal law. All of the acts described herein as violations
28 of, among other things, the California Labor Code, are unlawful and in violation of public policy;

1 and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby
2 constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

5 83. Defendants' failure to pay minimum wages, and other benefits in violation of the
6 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
7 unlawful, and/or fraudulent prohibited by California Business & Professions Code §§ 17200, *et*
8 *seq.*

9 **Failure to Pay Overtime Wages**

10 84. Defendants' failure to pay overtime compensation and other benefits in violation of
11 California Labor Code §§ 510, 1194, and 1198 and the applicable IWC Wage Orders, as alleged
12 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
13 Professions Code §§ 17200, *et seq.*

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

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

19 **Failure to Provide Meal Periods**

20 86. Defendants' failure to provide meal periods in accordance with California Labor
21 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
22 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
23 17200, *et seq.*

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

25 87. Defendants' failure to authorize and permit rest periods in accordance with
26 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes
27 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
28 §§ 17200, *et seq.*

1 **Failure to Indemnify Necessary Business Expenses**

2 88. Defendants' failure to indemnify employees for necessary business expenses in
3 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged
4 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
5 Professions Code §§ 17200, *et seq.*

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

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

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

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

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

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

27 94. Plaintiffs, each individually, and on behalf of members of the putative Class, have
28 no plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiffs and Class

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

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

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

NINTH CAUSE OF ACTION

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

97. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

98. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Wage Orders.

99. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures

1 specified in Section 2699.3.”

2 100. Plaintiffs have their her administrative remedies pursuant to California Labor Code §
3 2699.3. On September 7, 2025, Plaintiff Avila gave written notice by online filing to the Labor and
4 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
5 the Labor Code that Defendants have violated against Plaintiffs and certain current and former
6 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff Avila also
7 paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1123634-25.

8 101. More than 65 days has elapsed since Plaintiff Avila provided notice, but the Labor
9 and Workforce Development Agency did not indicate an intent to investigate Defendants’ Labor
10 Code violations discussed in the notice. Accordingly, Plaintiff Avila was entitled to commence a
11 civil action to recover penalties under California Labor Code § 2699, pursuant to California Labor
12 Code § 2699.3, for the violations of the Labor Code described in this Complaint. These penalties
13 include, without limitation, penalties under California Labor Code §§ 210, 226.3, 558, and
14 2699(f)(2). On November 12, 2025, Plaintiff Avila filed a First Amended Class and Representative
15 Action Complaint to allege a ninth cause of action for civil penalties under PAGA.

16 102. On March 26, 2026, Plaintiffs gave an amended written notice by online filing to the
17 Labor and Workforce Development Agency and by certified mail to Defendants. The amended notice
18 identified Plaintiff Perkins as an additional aggrieved employee and PAGA representative. More
19 than 65 days has elapsed since Plaintiffs provided amended notice, but the Labor and Workforce
20 Development Agency has not indicated an intent to investigate Defendants’ Labor Code violations
21 discussed in the notice. Accordingly, Plaintiffs are entitled to further amend the complaint to identify
22 Plaintiff Perkins as an additional PAGA representative in a civil action to recover penalties under
23 California Labor Code § 2699, pursuant to California Labor Code § 2699.3, for the violations of the
24 Labor Code described in this Complaint. These penalties include, without limitation, penalties under
25 California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

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

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

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

24 106. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
25 to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall
26 be entitled to an award of reasonable attorney's fees and costs."
27
28

1 **PRAYER FOR RELIEF**

2 Plaintiffs, each individually, and on behalf of all others similarly situated only with respect
3 to the Class and PAGA claims, pray for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **Class Certification**

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

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

- 11 4. That the Court declare, adjudge, and decree that Defendants violated California
12 Labor Code §§ 204 and 1194 and the applicable IWC Wage Orders by willfully failing to pay all
13 minimum wages due;
14 5. For general unpaid wages as may be appropriate;
15 6. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due;
17 7. For liquidated damages;
18 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and
20 9. For such other and further relief as the Court may deem equitable and appropriate.

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

- 22 10. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and the applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;
25 11. For general unpaid wages at overtime wage rates as may be appropriate;
26 12. For pre-judgment interest on any unpaid overtime compensation commencing from
27 the date such amounts were due;
28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and

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

3 As to the Third Cause of Action

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

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

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

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

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

12 As to the Fourth Cause of Action

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

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

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

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

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

21 As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

40. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, 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;

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

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

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

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

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

11 As to the Ninth Cause of Action

12 46. That the Court declare, adjudge, and decree that Defendants violated the California
13 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime
14 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain
15 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse
16 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate
17 wage statements;

18 47. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other
19 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all
20 Aggrieved Employees;

21 48. Pre-judgment and post-judgment interest at the maximum rate allowed;

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

24 50. Injunctive and declaratory relief to the extent allowed by PAGA; and

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

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1 As to all Causes of Action

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

3
4 Dated: April 14, 2026

Respectfully submitted,

5 MOON LAW GROUP, PC

6 By: 
7 Kane Moon
8 Allen Feghali
9 Charlotte Mikat-Stevens
Attorneys for Plaintiffs

10 **DEMAND FOR JURY TRIAL**

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

12
13 Dated: April 14, 2026

MOON LAW GROUP, PC

14 By: 
15 Kane Moon
16 Allen Feghali
17 Charlotte Mikat-Stevens
18 Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **May 26, 2026**, I served the foregoing document described as:

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

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

11 **WENDY E. LANE (SBN 196883)**
12 **WLane@ggfirm.com**
13 **GABRIELLA N. STEVENS (SBN 340238)**
14 **GStevens@ggfirm.com**
15 **GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP**
16 **2049 Century Park East, Suite 2600**
17 **Los Angeles, California 90067**
18 **Telephone: 310-553-3610**
19 **Facsimile: 310-553-0687**
20 **Email: knicolas@greenbergglusker.com**
21 **cmercede@greenbergglusker.com**

22 **Attorneys for Defendant Revolution Foods, Inc.**

23 **[X]BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
24 accept electronic service, I caused the documents to be sent to the persons at the electronic
25 service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

28 Executed on **May 26, 2026**, at Los Angeles, California.

29 Steven Delgado
30 Name

31 /s/ Steven Delgado
32 Signature