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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN PALAFOX, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ROWAN, INC, dba ROWAN ELECTRIC, and
DOES 1 through 10, inclusive,

Defendants

Case No.: 37-2023-00013198-CU-OE-CTL

**[FILED AS A MATTER OF RIGHT PER CAL.
LABOR CODE § 2699.3, subd. (a)(2)(C)]**

Assigned For All Purposes To The Honorable
Matthew C. Braner, Dept. C-60

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

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Rowan, Inc. dba Rowan Electric, and
6 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
7 unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to
9 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 accurate
11 wage statements.

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

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

23 4. Defendants own/owned and operate/operated an industry, business, and establishment
24 within the State of California, including San Diego County. As such, and based upon all the facts and
25 circumstances incident to Defendants’ business in California, Defendants are subject to the California
26 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
27 Business & Professions Code.
28

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

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

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

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

1 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
2 “respondent superior”.

3 **THE PARTIES**

4 **A. Plaintiff**

5 8. Plaintiff is a California resident that worked for Defendants in the County of San Diego,
6 State of California, as a electrician from approximately July 2021 to May 2022.

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

10 **B. Defendants**

11 10. Plaintiff is informed and believes, and based upon that information and belief alleges,
12 that Defendant Rowan, Inc. is:

- 13 (a) A corporation with its principal places of business in San Diego, California.
- 14 (b) A business entity conducting business in numerous counties throughout the
15 State of California, including in San Diego County;
- 16 (c) The former employer of Plaintiff, and the current and/or former employer of the
17 putative Class. Defendants suffered and permitted Plaintiff, the Class, and the
18 Aggrieved Employees to work, and/or controlled their wages, hours, or working
19 conditions; and
- 20 (d) At all times mentioned herein, Defendant Rowan, Inc. is and was doing
21 business as Rowan Electric.

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

28 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each

1 of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a
2 significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of California.

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

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

16 14. Plaintiff is a California resident who worked for Defendants in the County of San
17 Diego, State of California, as an electrician during the statutory period. During the statutory period,
18 Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid
19 Plaintiff an hourly wage.

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

27 16. Throughout the statutory period, Defendants maintained a policy and practice of not
28 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all overtime

1 wages. Plaintiff, the Class, and the Aggrieved Employees were required to work “off the clock”,
2 uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were not allowed to
3 clock in, and instead the foreman simply listed the time worked by checking the schedule for each
4 employee, leading to unpaid time. Further, Plaintiff, the Class, and the Aggrieved Employees were
5 required to arrive early to work in order to prepare for the day’s work prior to the shift beginning,
6 leading to off the clock work. After the end of the shifts, Plaintiff, the Class, and the Aggrieved
7 Employees sometimes worked past the shift ending time because they were required to clean and put
8 away materials and tools. In maintaining a practice of not paying all wages owed, Defendants failed to
9 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

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

20 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
21 permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest periods.
22 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees to
23 work in excess of four consecutive hours a day without Defendants authorizing and permitting them to
24 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major
25 fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for
26 rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff,
27 the Class, and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did
28 not have adequate policies or practices permitting or authorizing rest periods for Plaintiff, the Class, and

1 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing
2 of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff,
3 the Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants
4 did not maintain accurate records of employee work periods, and therefore Defendants cannot
5 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the middle
6 of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
7 Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance with California
8 law.

9 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the Class,
10 and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
11 Defendants without reimbursement. For example, Plaintiff, the Class, and the Aggrieved Employees
12 were required to use their own cellular telephones for work, without reimbursement. Plaintiff, the
13 Class, and the Aggrieved Employees were also required to purchase gloves, hand tools, and protective
14 gear, without reimbursement.

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

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

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

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

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff

has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

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

28. 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.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

- 1 (f) Without class certification, the prosecution of separate actions by individual
2 members of the class would create a risk of:
- 3 1) Inconsistent or varying adjudications with respect to individual
4 members of the Class which would establish incompatible standards of
5 conduct for Defendants; and/or
- 6 2) Adjudications with respect to the individual members which would, as a
7 practical matter, be dispositive of the interests of other members not
8 parties to the adjudications, or would substantially impair or impede
9 their ability to protect their interests, including but not limited to the
10 potential for exhausting the funds available from those parties who are,
11 or may be, responsible Defendants; and,
- 12 (g) Defendants have acted or refused to act on grounds generally applicable to the
13 Class, thereby making final injunctive relief appropriate with respect to the class
14 as a whole.

15 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the
16 Class that would set forth the subject and nature of the instant action. The Defendants' own business
17 records may be utilized for assistance in the preparation and issuance of the contemplated notices. To
18 the extent that any further notices may be required, Plaintiff would contemplate the use of additional
19 techniques and forms commonly used in class actions, such as published notice, e-mail notice, website
20 notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed
21 necessary and/or appropriate by the Court.

22 **FIRST CAUSE OF ACTION**

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

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

26 32. "Hours worked" is the time during which an employee is subject to the control of an
27 employer, and includes all the time the employee is suffered or permitted to work, whether or not
28 required to do so.

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

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

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

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

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

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

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

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

4 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

27 47. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
28 have made it difficult to calculate the full extent of overtime compensation due to Plaintiff, the Class,

1 and the Aggrieved Employees.

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

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

11 **THIRD CAUSE OF ACTION**

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

13 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
14 through 21 in this Complaint.

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

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

53. Under California law, Plaintiff, the Class, and the Aggrieved Employees 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)

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff, the Class, and the Aggrieved Employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

61. Plaintiff, the Class, and the Aggrieved Employees they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

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

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

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

64. Within the applicable statute of limitations, the employment of Plaintiff, many other members of the Class, and the Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members and the Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201

1 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

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

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

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

14 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff, the Class, and
15 the Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses,
16 and costs incurred in this action.

17 **SEVENTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 19 **Compliant Wage Records)**

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

22 70. At all material times set forth herein, California Labor Code § 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate itemized wage statement in
24 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked
25 by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
26 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
27 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 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.

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

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

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

74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

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

76. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

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

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

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

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

9 80. Defendants’ activities, as alleged herein, are violations of California law, and constitute
10 unlawful business acts and practices in violation of California Business & Professions Code §§ 17200,
11 *et seq.*

12 81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
13 predicated on the violation of any state or federal law. All of the acts described herein as violations of,
14 among other things, the California Labor Code, are unlawful and in violation of public policy; and in
15 addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,
16 unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§
17 17200, *et seq.*

18 **Failure to Pay Minimum Wages**

19 82. Defendants’ failure to pay minimum wages, and other benefits in violation of the
20 California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business &
21 Professions Code §§ 17200, *et seq.*

22 **Failure to Pay Overtime Wages**

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

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

27 84. Defendants’ failure to maintain accurate records of all hours worked in accordance with
28 California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity

prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Necessary Business Expenses

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

Failure to Provide Accurate Itemized Wage Statements

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

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

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

91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.

1 Plaintiff, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge
2 of the wrongful practices of Defendants in order to recover restitution.

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

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

14 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
15 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
16 withholdings.

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

23 **NINTH CAUSE OF ACTION**

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

26 96. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully
27 set forth herein.
28

1 97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
2 California and the applicable Industrial Welfare Commission Orders.

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

10 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code §
11 2699.3. On March 28 2023, he gave written notice by online filing to the Labor and Workforce
12 Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code
13 that Defendants have violated against Plaintiff and current and former aggrieved employees, including
14 the facts and theories to support the violations. Plaintiff also paid the filing fee shortly after March 28,
15 2023. Plaintiff’s PAGA case number is LWDA-CM-945019-23.

16 100. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
17 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit, which is
18 required by the statute. (See Cal. Lab. Code § 2699.3(d).)

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

25 102. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code
26 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
27 labor who willfully fails to maintain accurate and complete records required by California Labor Code
28 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every

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

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

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

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

27 **PRAYER FOR RELIEF**

28 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class

claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

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

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

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

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

9 As to the Fourth Cause of Action

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

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

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

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

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

18 As to the Fifth Cause of Action

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

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

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

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

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

27 As to the Sixth Cause of Action

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

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

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

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

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

9 As to the Seventh Cause of Action

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

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

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

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

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

18 As to the Eighth Cause of Action

19 40. That the Court declare, adjudge and decree that Defendants violated California Business
20 & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum
21 and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal
22 periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours
23 worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify
24 necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to reimburse for necessary business expenses incurred by Plaintiff and the Aggrieved Employees, and failing to maintain accurate records of all hours worked and meal periods;

47. An award of civil penalties on behalf of herself and all similarly aggrieved employees pursuant to PAGA;

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

49. Attorneys' fees and costs reasonably incurred;

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

51. Such other and further relief that the Court deems proper.

As to all Causes of Action

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

Dated: June 29, 2023,

Respectfully submitted,

MOON & YANG, APC

By: 

Kane Moon
Brett Gunther
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: June 29, 2023,

MOON & YANG, APC

By: _____



Kane Moon
Brett Gunther
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

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

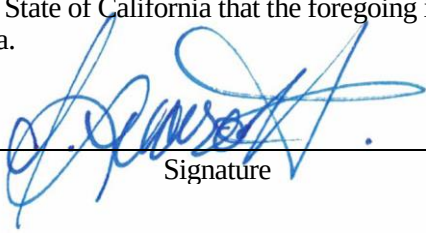
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Attorneys for Defendant Rowan, Inc. dba Rowan Electric

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette.hernandez@moonyanglaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 29, 2023** at Los Angeles, California.

Ivette Hernandez
Type or Print Name



Signature