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

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

Plaintiff,

vs.

TROPICANA MANUFACTURING
COMPANY, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 23STCV06663

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

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

DEMAND FOR JURY TRIAL

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

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
13 class action on behalf of herself 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 exempt or 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 exempt and non-exempt employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

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

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

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Susan Alvarez is a California resident that worked for Defendants in the County of Los Angeles, State of California, as an analyst from approximately February 2014 to June 2022. Plaintiff Michael Chavez is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Maintenance Technician, from approximately February 2012 to November 2022.

9. 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

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Tropicana Manufacturing, Inc. is:

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

11. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious

1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will
3 amend this complaint to set forth the true names and capacities of these Defendants when they
4 have been ascertained, together with appropriate charging allegations, as may be necessary.

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

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

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

23 14. Plaintiff Susan Alvarez is a California resident who worked for Defendants in the
24 County of Los Angeles, State of California, as an analyst during the statutory period. Plaintiff
25 Michael Chavez is a California resident that worked for Defendants in the County of Los
26 Angeles, State of California, as a Maintenance Technician during the statutory period.
27 Defendants misclassified Plaintiff Alvarez, the Class, and the Aggrieved Employees as an
28 exempt employees, when in-fact Plaintiff, the Class, and the Aggrieved Employees were non-

1 exempt employees. Throughout his employment with Defendants, Plaintiff Chavez was classified
2 as non-exempt. During the statutory time period, Plaintiffs were typically scheduled to work 5
3 days in a workweek, and in excess of 8 hours in a single workday.

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

11 16. Throughout the statutory period, Defendants maintained a policy and practice of
12 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
13 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work "off
14 the clock", uncompensated. For example, Plaintiff Alvarez, and some members of the Class and
15 the Aggrieved Employees group worked in excess of 8 hours per day and in excess of 40 hours
16 per week, but were not paid in excess of the fixed salary. Also, Plaintiff Chavez and some
17 members of the Class and the Aggrieved Employees group were required to undergo security
18 checks and COVID screening prior to clocking into work and were required to wait in line to
19 clock in, uncompensated. Further, Plaintiffs, the Class, and the Aggrieved Employees used
20 personal cellular telephones while off the clock, and uncompensated. Throughout the statutory
21 period, Plaintiffs, the Class, and the Aggrieved Employees received non-discretionary bonuses
22 and other remuneration. However, Defendants failed to incorporate all remuneration when
23 calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of
24 pay, leading to underpayment to Plaintiffs, the Class, and the Aggrieved Employees. Defendant
25 also failed to pay all vacation pay owed to Plaintiffs, the Class, and the Aggrieved Employees. In
26 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
27 records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

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

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

1 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
2 with California law.

3 19. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
4 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
5 their duties for Defendants without reimbursement. This included, without limitation, the use of
6 personal cellular telephones without reimbursement. Also, Plaintiffs, the Class, and the
7 Aggrieved Employees were required to use their own personal vehicles for work purposes,
8 without reimbursement. Further, Plaintiff Alvarez, the Class, and the Aggrieved Employees were
9 required to work from home, but were not reimbursed home office expenses such as home
10 internet costs, printer costs, cellular telephone cost, and office supply costs. In addition, Plaintiff
11 Chavez, the Class, and the Aggrieved Employees were required to purchase items such as
12 specific types of shoes, wrenches, and screwdrivers, for work purposes, without reimbursement.

13 20. Throughout the statutory period, Defendants willfully failed and refused to timely
14 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
15 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
16 premium wages.

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

- 26 (a) the violations led them to believe that they were not entitled to be paid
27 minimum wages, overtime wages, meal period premium wages, and rest
28

1 period premium wages to which they were entitled, even though they were
2 entitled;

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

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

CLASS ACTION ALLEGATIONS

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

23. All claims alleged herein arise under California law for which Plaintiffs seek 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 exempt or 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, Plaintiffs were members of the Class.

26. Plaintiffs undertake 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 Plaintiffs at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared,

1 well-defined community of interest and typicality of claims, as
2 demonstrated herein. Plaintiffs have no conflicts with or interests
3 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
4 counsel, are versed in the rules governing class action discovery,
5 certification, and settlement. Plaintiffs have incurred, and throughout the
6 duration of this action, will continue to incur costs and attorneys' fees that
7 have been, are, and will be necessarily expended for the prosecution of this
8 action for the substantial benefit of each class member.

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

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

20 (e) Public Policy Considerations: The public policy of the State of California
21 is to resolve the California Labor Code claims of many employees through
22 a class action. Indeed, current employees are often afraid to assert their
23 rights out of fear of direct or indirect retaliation. Former employees are
24 also fearful of bringing actions because they believe their former
25 employers might damage their future endeavors through negative
26 references and/or other means. Class actions provide the class members
27 who are not named in the complaint with a type of anonymity that allows
28 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) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a

class action;

- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

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

1 **FIRST CAUSE OF ACTION**

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

3 31. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 21 in this Complaint.

5 32. “Hours worked” is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

8 33. California Labor Code section 1197 makes it unlawful for employers to pay wages
9 lower than the minimum wage fixed by the commission or by any applicable state or local law.
10 California Labor Code section 1182.12 and IWC Wage Orders set forth the applicable minimum
11 wage.

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

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

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

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

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

39. Pursuant to California Labor Code sections 1194.2 and 1197.1, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

40. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. California Labor Code section 206 requires employers to pay all wages conceded by the employer to be due. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to pay those wages twice a month.

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

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

42. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

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

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

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

46. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class

overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

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

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

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the 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' 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. Section 512 of the

1 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
2 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
3 violation of Section 226.7 of the California Labor Code for an employer to require any employee
4 to work during any meal period mandated under any Wage Order.

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

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

14 **FOURTH CAUSE OF ACTION**

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

16 55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

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

27 57. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
28 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a

workday. By their failure to permit and authorize Plaintiffs and the Class 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.

58. Under California law, Plaintiffs and the Class 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)

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

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

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

62. Plaintiffs and the class 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)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

64. 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,

1 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
3 quit, in which case the employee is entitled to his or her wages at the time of quitting. Further,
4 California Labor Code section 227.3 requires employers to pay all vested vacation time to
5 employees as wages at their final rate of pay when their employment ends.

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

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

4 70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 21 in this Complaint.

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

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

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

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

27 75. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
28 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as

1 a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
3 laws and regulations.

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

6 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
7 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
8 Code § 226(h).

9 **EIGHTH CAUSE OF ACTION**

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

12 78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
13 1 through 21 in this Complaint.

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

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

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

23 82. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
24 predicated on the violation of any state or federal law. All of the acts described herein as
25 violations of, among other things, the California Labor Code, are unlawful and in violation of
26 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
27 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
28 California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Pay Minimum Wages**

2 83. Defendants' failure to pay minimum wages, and other benefits in violation of the
3 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
4 Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Overtime Wages**

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

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

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

13 **Failure to Provide Meal Periods**

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

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

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

21 **Failure to Indemnify Necessary Business Expenses**

22 88. Defendants' failure to indemnify employees for necessary business expenses in
23 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
24 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
25 17200, *et seq.*

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

27 89. Defendants' failure to provide accurate itemized wage statements in accordance
28 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity

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

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

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

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

14 93. Plaintiffs, individually, and on behalf of members of the putative class, are further
15 entitled to and do seek a declaration that the above described business practices are unfair,
16 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
17 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
18 practices in the future.

19 94. Plaintiffs, individually, and on behalf of members of the putative class, have no
20 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
21 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
22 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
23 above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and
24 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
25 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

26 95. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
27 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
28 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 paragraphs 1 through 21 in this Complaint.

98. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission 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 himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

100. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. On March 27, 2023, and on August 29, 2023, Plaintiff Susan Alvarez and Plaintiff Michael Chavez, respectively, gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fees. Plaintiff Susan Alvarez's PAGA case number is LWDA-CM- 944653-23.

1 Plaintiff Michael Chavez's PAGA case number is LWDA-CM-978380-23.

2 101. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
3 Workforce Development Agency has not indicated that it intends to investigate Defendants'
4 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
5 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
6 the Labor Code described in this Complaint. These penalties include, but are not limited to,
7 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

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

1 injury in that they were prevented from knowing, understanding, and disputing the wage
2 payments paid to them.

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

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

11 **PRAYER FOR RELIEF**

12 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
13 the class claims, pray for relief and judgment against Defendants, jointly and severally, as
14 follows:

15 **Class Certification**

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

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

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

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

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

27 7. For liquidated damages;

28 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

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

3 As to the Second Cause of Action

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

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

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

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

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

13 As to the Third Cause of Action

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

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

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

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

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

22 As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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 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);

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

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

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

5 As to the Eighth Cause of Action

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

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

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

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

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

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

22 As to the Ninth Cause of Action

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

1 47. For all actual, consequential and incidental losses and damages, according to
2 proof;

3 48. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
4 other applicable Labor Code provisions;

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

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

8 As to all Causes of Action

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

10
11 Dated: March 24, 2025

Respectfully submitted,

12 MOON LAW GROUP, PC

13
14 By: 
15 Kane Moon
16 Allen Feghali
17 Julie Sohyun Oh
18 Attorneys for Plaintiff

19
20 **DEMAND FOR JURY TRIAL**

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

22 Dated: March 24, 2025

MOON LAW GROUP, PC

23 By: 
24 Kane Moon
25 Allen Feghali
26 Julie Sohyun Oh
27 Attorneys for Plaintiff
28

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 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On March 24, 2025, I served the foregoing document described
8 as:

9 **SECOND AMENDED CLASS ACTION AND REPRESENTATIVE ACTION**
10 **COMPLAINT**

11 X by E-mailing ____ the original X a true copy to the following:

12 **Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**
13 David Garcia, Esq. (david.garcia@ogletree.com)
14 Nicole Naleway, Esq. (nicole.naleway@ogletreedekins.com)
15 695 Town Center Drive, Suite 1500
16 Costa Mesa, CA 92626
17 Phone: (714) 800-7900
18 Fax: (714) 754-1298

19 ***Attorney for Defendant***

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

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

26 Executed on March 24, 2025, at Los Angeles, California.

27 Janelle Jickain

28 Name

Signature