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David W. Slayton, Executive Officer / Clerk of Court

By: V. Gaytan Deputy

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

*Attorneys for Plaintiffs,
Genaro M. Flores and Giovanni E. Molina*

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

GENARO M. FLORES, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ASPIRE PUBLIC SCHOOLS, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV06424

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

1. Fair Labor Standards Act [29 U.S.C. §§ 201, *et seq.*]
2. Failure to Pay Minimum and Regular Rate Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
3. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
4. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
5. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
6. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
7. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
8. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
9. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
10. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698, *et seq.*]

DEMAND FOR JURY TRIAL

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1 Plaintiffs Genaro M. Flores and Giovanni E. Molina (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Aspire Public Schools, and Does 1
6 through 10 (collectively referred to as “Defendants”) for Fair Labor Standards Act (“FLSA”)
7 California Labor Code, California Business and Professions Code violations stemming from
8 Defendants’ failure to pay minimum wages; failure to pay overtime compensation; failure to provide
9 meal periods; failure to maintain accurate records of hours worked and meal periods; failure to
10 authorize and permit rest breaks; failure to indemnify necessary business expenses; failure to timely
11 pay all wages to terminated employees; and failure to provide accurate itemized wage statements.

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

18 3. Plaintiffs bring the Tenth Cause of Action as individuals, on behalf of themselves, and
19 and as a representative, on behalf of the State of California and certain current and former employees
20 of Defendants, pursuant to the California Private Attorneys General Act (“PAGA”) to recover civil
21 penalties that are owed to Plaintiffs, the State of California, and current and former non-exempt,
22 hourly-paid employees of Defendants who worked in California during the applicable statute of
23 limitations period (collectively referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business and establishment
25 within the State of California, including the County of Los Angeles, and which engaged in interstate
26 commerce. For this reason, and based upon all facts and circumstances incident to Defendants’
27 business in California, Defendants are subject to the FLSA, California Labor Code, Industrial
28 Welfare Commission (“IWC”) Wage Orders, and California Business and Professions Code.

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

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

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

willful and deliberate.

7. On information and belief, Defendants were and are, during all relevant times herein, 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. Plaintiffs are California residents that worked for Defendants in the County of Los Angeles, State of California, as Substitute Teachers and/or Teachers from between November 2021 to December 2023.

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 Aspire Public Schools is:

- (a) A California 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;
- (c) The former employer of Plaintiffs; and
- (d) The current and/or former employer of the Class and Aggrieved Employees, which permitted Plaintiffs, the Class, and 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 names. Each of the Doe Defendant was:

- 1 (a) In some manner legally responsible for the damages suffered by Plaintiffs, the
2 Class, and the Aggrieved Employees, as alleged herein. (Plaintiffs will amend
3 this complaint to set forth the true names and capacities of these Defendants
4 when they have been ascertained, together with appropriate charging
5 allegations, as may be necessary); and
6 (b) 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
8 Aggrieved Employees in the State of California.

9 12. Plaintiffs are informed and believe, and based upon that information and belief allege,
10 that at all relevant times, each Defendant, directly or indirectly, or through agents or other persons,
11 employed Plaintiffs and the other employees described in the class definitions below, and exercised
12 control over their wages, hours, and working conditions.

13 13. Plaintiffs are informed and believe, and based upon that information and belief allege,
14 that at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
15 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
16 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
17 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of
18 the other Defendants so as to be liable for their conduct with respect to the matters alleged below.

19 14. Plaintiffs are informed and believe, and based upon that information and belief allege,
20 that each Defendant acted pursuant to and within the scope of the relationships alleged above, that
21 each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
22 controlled, aided, and abetted the conduct of all other Defendants.

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

24 15. Plaintiffs are California residents who worked for Defendants in the County of Los
25 Angeles, State of California during the statutory period. Further, Plaintiffs were typically scheduled
26 to work at least five (5) days in a workweek and in excess of eight (8) hours in a single workday
27 during the statutory period.
28

1 16. Defendants misclassified Plaintiffs, the Class, and the Aggrieved Employees as
2 exempt employees when, in fact, Plaintiffs, the Class, and Aggrieved Employees were non-exempt
3 employees.

4 17. 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 periods,
7 failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final wages to
8 Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage
9 statements to Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was
10 typical and illustrative.

11 18. Throughout the statutory period, Defendants maintained a policy and practice of not
12 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 the
14 clock," uncompensated. For example, Plaintiffs, the Class, and the Aggrieved Employees were
15 required to watch videos and tutorials while off the clock, and uncompensated. Also, Plaintiffs, the
16 Class, and the Aggrieved Employees were required to work after the typical workday, off the clock
17 and uncompensated. Further, Defendant misclassified Plaintiffs and the Aggrieved Employees during
18 at least a portion of their employment, and thereby failed to pay overtime wages for work performed
19 in excess of 8 hours per day or 40 hours per week. Moreover, throughout the statutory period,
20 Plaintiffs, the Class, and the Aggrieved Employees received non-discretionary additional
21 remunerations. However, Defendants failed to incorporate and/or properly incorporate such
22 additional remunerations into their calculation of the regular rate of pay, and in so doing, failed to
23 calculate the correct rate of overtime pay, meal premium pay, and sick pay for Plaintiffs, the Class,
24 and the Aggrieved Employees. In maintaining a practice of not paying all wages owed, Defendants
25 failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees
26 worked.

27 19. Throughout the statutory period, Defendants have wrongfully failed to provide
28 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants

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

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

27 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class,
28 and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties

1 for Defendants without reimbursement. This included, without limitation, the use of personal cellular
2 telephones and purchase of face masks, supplies, and other expenditures, without reimbursement.

3 22. Throughout the statutory time period, Defendants failed to pay the final paychecks
4 within the statutory time permitted by Labor Code Section 203.

5 23. Throughout the statutory period, Defendants willfully failed and refused to timely pay
6 Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all wages
7 for all minimum wages, overtime wages, meal period premium wages, and rest period premium
8 wages.

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

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

meal period premium, and rest period premium wages at the correct California rate, even though they had not been;

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

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

CLASS ACTION ALLEGATIONS

25. 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.

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

27. 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.

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

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

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

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

- 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.

31. 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.

32. 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

1 parties to the adjudications, or would substantially impair or impede
2 their ability to protect their interests, including but not limited to the
3 potential for exhausting the funds available from those parties who are,
4 or may be, responsible Defendants; and,

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

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

15 **FIRST CAUSE OF ACTION**

16 (Violation of the Fair Labor Standards Act)

17 34. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
18 through 24 in this Complaint.

19 35. "Hours worked" is the time during which an employee is required to be on the
20 employer's premises, on duty, or at a prescribed workplace, pursuant to the Fair Labor Standards Act.

21 36. At all relevant times herein mentioned, Defendants knowingly failed to pay to
22 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation
23 for each hour worked as alleged above, Defendants willfully violated the Fair Labor Standards Act,
24 including 29 U.S.C. §§ 206 and 207.

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

27 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all
28 non-overtime and overtime hours worked for Defendants.

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

40. Pursuant to 29 U.S.C. §§ 215 and 216(b), Plaintiffs and the Class are entitled to recover any unpaid minimum wages, overtime compensation, and liquidated damages (double damages) for Defendants' violation of 29 U.S.C. §§ 206 and 207. Plaintiffs and the Class are also entitled to recover legal or equitable relief as may be appropriate to effectuate 29 U.S.C. §§ 215(a)(3) and 218(d).

SECOND CAUSE OF ACTION

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

41. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

42. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, pursuant to the California Labor Code.

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

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

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

46. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class

suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

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

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

49. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. 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.

50. 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).

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

51. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

52. 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.

53. 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.

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

55. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation at their respective regular rates of pay for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the Class are regularly required to work overtime hours.

56. 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.

57. 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.

58. 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.

59. 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.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

60. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

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

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

FIFTH CAUSE OF ACTION

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

64. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

65. 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.

66. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the 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.

67. 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.

SIXTH CAUSE OF ACTION

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

68. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

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

71. Plaintiff 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).

SEVENTH CAUSE OF ACTION

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

1 72. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1
2 through 24 in this Complaint.

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

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

4 79. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1
5 through 24 in this Complaint.

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

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

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

23 83. 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 both
25 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
26 statements under California Labor Code § 226(a).

27 84. 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 a

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

6 86. 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 Code §
8 226(h).

9 **NINTH CAUSE OF ACTION**

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

12 87. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1
13 through 24 in this Complaint.

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

16 89. 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 seek to
18 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure §
19 1021.5.

20 90. 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 91. 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 violations
25 of, among other things, the California Labor Code, are unlawful and in violation of public policy; and
26 in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute
27 unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions
28 Code §§ 17200, *et seq.*

1 **Failure to Pay Minimum Wages**

2 92. 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 Business
4 & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Overtime Wages**

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

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

10 94. 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 unfair
12 activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Provide Meal Periods**

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

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

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

21 **Failure to Indemnify Necessary Business Expenses**

22 97. 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 §§ 17200, *et*
25 *seq.*

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

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

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

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

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

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

14 102. 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, unlawful
16 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging
17 in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

25 104. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
26 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
27 withholdings.
28

105. 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.

TENTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the

Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*)

106. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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

108. 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.”

109. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. On March 23, 2023, Plaintiff Flores gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Flores and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Flores also paid the filing fee. On April 19, 2024, and May 3, 2024, Plaintiffs gave written, amended notice by online filing to the LWDA, and by certified mail to Defendants, of the same

provisions of the Labor Code Plaintiff Flores originally alleged, but with additional factual allegations in support thereof. Plaintiffs' PAGA case number is LWDA-CM-943894-23.

110. More than sixty-five days have elapsed since Plaintiffs provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194, 1198, 2802, 226, and 2699(f)(2), including, but not limited to, penalties for failing to properly calculate and pay at the regular rate of pay for purposes of paying overtime, meal period premium wages, and/or sick pay, and for failing to reimburse Plaintiffs and other employees for all supplies and expenditures.

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

112. During the time period of employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in

1 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
2 damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply
3 with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have
4 also suffered an injury in that they were prevented from knowing, understanding, and disputing the
5 wage payments paid to them.

6 113. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
7 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
8 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
9 according to proof at trial. These penalties are in addition to all other remedies permitted by law. In
10 addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor
11 Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an
12 award of reasonable attorney's fees and costs."

13 **PRAYER FOR RELIEF**

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

16 **Class Certification**

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

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

- 22 4. That the Court declare, adjudge and decree that Defendants violated the Fair Labor
23 Standards Act (29 U.S.C. §§ 201, *et seq.*) by willfully failing to pay all minimum wages and overtime
24 compensation due;
25 5. For general unpaid wages as may be appropriate;
26 6. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;
28 7. For liquidated damages;

1 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to Fair
2 Labor Standards Act §§ 215 and 216(b); and,

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

4 As to the Second Cause of Action

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

8 11. For general unpaid wages as may be appropriate;

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

11 13. For liquidated damages;

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

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

15 As to the Third Cause of Action

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

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

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

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

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

25 //

26 //

27 As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

//

As to the Seventh Cause of Action

1 36. 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
3 termination of the employment;

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

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

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

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

9 As to the Eighth Cause of Action

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

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

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

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

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

18 As to the Ninth Cause of Action

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

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

48. 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.*;

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

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

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

As to the Tenth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including overtime, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate itemized wage statements;

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

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

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

As to all Causes of Action

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

Dated: July 17, 2024

Respectfully submitted,

MOON LAW GROUP, P.C.

By:

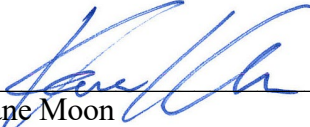
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: July 17, 2024

MOON LAW GROUP, P.C.

By: 

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **July 31, 2024**, I served the foregoing document described as:

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

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

10 **Littler Mendelson, P.C.**
11 Jennifer Maguire, Esq. (jmaguire@littler.com)
12 Constance Norton, Esq. (cnorton@littler.com)
13 101 Second Street, Suite 1000
14 San Francisco, CA 94105
15 Phone: (415) 433-1940
16 Fax: (415) 399-8490

17 **Littler Mendelson, P.C.**
18 Tiana Harding, Esq. (tharding@littler.com)
19 Treat Towers
20 1255 Treat Boulevard, Suite 600
21 Walnut Creek, CA 94597
22 Phone: (925) 932-2468
23 Fax: (925) 946-9809

Littler Mendelson, P.C.
Elizabeth Staggs Wilson, Esq. (estaggs-
wilson@littler.com)
633 West Fifth Street, 63rd Floor
Los Angeles, CA 90071
Phone: (213) 443-4300
Fax: (213) 443-4299

24 *Attorney for Defendant Aspire Public Schools*

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

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

Executed on **July 31, 2024**, at Los Angeles, California.

Jessica Partida
Name

/s/Jessica Partida
Signature