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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF RIVERSIDE**

JOSE COFFIELD, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

IHERB, LLC; and DOES 1 through 10,  
inclusive,

Defendants

Case No.: CVRI2506214

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a  
13 class action on behalf of himself 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 Plaintiff and all other persons who have been employed by any  
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of  
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff brings 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 Plaintiff, the State of California, and past and present non-exempt, hourly-paid 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 Riverside County. As such, and based  
25 upon all the facts and circumstances incident to Defendants’ business in California,  
26 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial  
27 Welfare Commission (“IWC”), and the California Business & Professions Code.

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

- 3           (a) Failing to pay employees for all hours worked, including all minimum  
4 wages, and overtime wages in compliance with the California Labor Code  
5 and IWC Wage Orders;
- 6           (b) Failing to provide employees with timely and duty-free meal periods in  
7 compliance with the California Labor Code and IWC Wage Orders, failing  
8 to maintain accurate records of all meal periods taken or missed, and  
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  
27 were willful and deliberate.  
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, 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. Plaintiff**

8. Plaintiff is a California resident that worked for Defendants in the County of Riverside, State of California from approximately 2013 to February 2025.

9. Plaintiff reserves 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. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant is:

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

11. Plaintiff does 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 Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these

1 Defendants when they have been ascertained, together with appropriate charging allegations,  
2 as may be necessary.

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

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

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

21 14. Plaintiff is a California resident who worked for Defendants in the County of  
22 Riverside, State of California during the statutory period. Plaintiff was typically scheduled to  
23 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

24 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with  
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest  
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all  
28 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to

1 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience  
2 working for Defendants was typical and illustrative.

3 16. Throughout the statutory period, Defendants maintained a policy and practice of  
4 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including  
5 all overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work  
6 "off the clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved  
7 Employees were required to undergo security screening, including a bag check, prior to  
8 clocking into work and after clocking out of work, off the clock and uncompensated. Also,  
9 Plaintiff, the Class, and the Aggrieved Employees were required to carry their walkie-talkies  
10 and answer them during breaks, without compensation. Also, Plaintiff, the Class, and the  
11 Aggrieved Employees were required to wait in line in order to clock into work and when  
12 returning from meal breaks, off the clock and uncompensated. Also, Plaintiff, the Class, and  
13 the Aggrieved Employees were required to perform work duties after clocking out of work,  
14 including to speak to supervisors or human resources, uncompensated. Also, Plaintiff, the  
15 Class, and the Aggrieved Employees were required to use their personal cellular telephones  
16 while off the clock, including text messages and telephone calls from supervisors and human  
17 resources, off the clock and uncompensated. Also, the meal breaks of Plaintiff, the Class, and  
18 the Aggrieved Employees were often interrupted, without compensation. Also during the  
19 statutory period, Defendants failed to incorporate all remuneration when calculating the  
20 correct overtime rate of pay, sick day rate of pay, and break premium rate of pay, leading to  
21 underpayment to Plaintiff, the Class, and the Aggrieved Employees. Also, Defendants failed to  
22 include in wage statements the unused and available sick pay available to Plaintiff, the Class,  
23 and the Aggrieved Employees.

24 17. Throughout the statutory period, Defendants have wrongfully failed to provide  
25 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.  
26 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved  
27 Employees to work in excess of five consecutive hours a day without providing 30-minute,  
28 continuous and uninterrupted, duty-free meal period for every five hours of work, or without

1 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were  
2 not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did  
3 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take  
4 a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the  
5 end of the tenth hour of work. Plaintiff, the Class, and the Aggrieved Employees were  
6 sometimes required to work during their meal periods, leading to the failure to provide  
7 uninterrupted meal periods. Accordingly, Defendants' policy and practice was to not provide  
8 meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with  
9 California law.

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



1           19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the  
2 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of  
3 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the  
4 Aggrieved Employees were required to use their personal cellular telephones, and the  
5 purchase of various items such as pens, sticky notes, back brace, and the maintenance of  
6 uniforms.

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

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

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

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

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

23 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

benefit of each class member.

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

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

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

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

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to

Class Members;

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

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

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

### **FIRST CAUSE OF ACTION**

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

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

32. "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.

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

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

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

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

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

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

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

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

4 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

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



1 Plaintiff and the Class.

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

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

### 11 **THIRD CAUSE OF ACTION**

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

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

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

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

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

#### **FOURTH CAUSE OF ACTION**

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

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

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

56. Despite these legal requirements, Defendants failed to authorize Plaintiff 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 Plaintiff 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.

57. Under California law, Plaintiff 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)**

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

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

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

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

#### 12                                   **SIXTH CAUSE OF ACTION**

#### 13           **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 14                                   **Penalties)**

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

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

24           64. Within the applicable statute of limitations, the employment of Plaintiff and many  
25 other members of the Class ended, i.e. was terminated by quitting or discharge, and the  
26 employment of others will be. However, during the relevant time period, Defendants failed,  
27 and continue to fail to pay terminated Class Members, without abatement, all wages required  
28

1 to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or  
2 within seventy-two (72) hours of their leaving Defendants' employ.

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

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

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

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

### 17 **SEVENTH CAUSE OF ACTION**

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

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

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

1 paid, (7) the name of the employee and the last four digits of his or her social security number  
2 or an employee identification number other than a social security number, (8) the name and  
3 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect  
4 during the pay period and the corresponding number of hours worked at each hourly rate by  
5 the employee.

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

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

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

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

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

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

## 26 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

18                           **Failure to Pay Minimum Wages**

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

22                           **Failure to Pay Overtime Wages**

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

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

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

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

2 **Failure to Provide Meal Periods**

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

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

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

10 **Failure to Indemnify Necessary Business Expenses**

11 87. Defendants' failure to indemnify employees for necessary business expenses in  
12 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,  
13 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§  
14 17200, *et seq.*

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

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

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

23 90. Plaintiff and the Class Members suffered monetary injury as a direct result of  
24 Defendants' wrongful conduct.

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

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

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

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

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

19 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and  
20 putative Class Members are entitled to restitution of the wages withheld and retained by  
21 Defendants during a period that commences four years prior to the filing of this complaint; a  
22 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
23 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §  
24 1021.5 and other applicable laws; and an award of costs.

### 25 **NINTH CAUSE OF ACTION**

26 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of**  
27 **2004, Cal. Lab. Code §§ 2699, *et seq.*)**



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

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

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

13           99. Plaintiff has exhausted Plaintiff’s administrative remedies pursuant to California  
14 Labor Code § 2699.3. On October 26, 2025, Plaintiff gave written notice by online filing to  
15 the Labor and Workforce Development Agency and by certified mail to Defendants of the  
16 specific provisions of the Labor Code that Defendants have violated against Plaintiff and  
17 certain current and former aggrieved employees, including the facts and theories to support the  
18 violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-  
19 1134275-25.

20           100. More than sixty-five days have elapsed since Plaintiff provided notice, but the  
21 Labor and Workforce Development Agency has not indicated that it intends to investigate  
22 Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may  
23 commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3,  
24 for the violations of the Labor Code described in this Complaint. These penalties include, but  
25 are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

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

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

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

21 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award  
22 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved  
23 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount  
24 to be shown according to proof at trial. These penalties are in addition to all other remedies  
25 permitted by law. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs  
26 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in  
27 any action shall be entitled to an award of reasonable attorney's fees and costs."  
28

1 **PRAYER FOR RELIEF**

2 Plaintiff, individually, and on behalf of all others similarly situated only with respect to  
3 the class claims, prays for relief and judgment against Defendants, jointly and severally, as  
4 follows:

5 **Class Certification**

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

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

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

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

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

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

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

3 As to the Third Cause of Action

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

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

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

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

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

12 As to the Fourth Cause of Action

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

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

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

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

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

21 As to the Fifth Cause of Action

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

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

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

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

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

2 As to the Sixth Cause of Action

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

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

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

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

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

12 As to the Seventh Cause of Action

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

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

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

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

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

21 As to the Eighth Cause of Action

22 40. That the Court declare, adjudge and decree that Defendants violated California  
23 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked  
24 (including minimum and overtime wages), failing to provide meal periods, failing to maintain  
25 accurate records of meal periods, failing to authorize and permit rest periods, and failing to  
26 maintain accurate records of all hours worked and meal periods, failing to furnish accurate  
27 wage statements, and failing to indemnify necessary business expenses;  
28

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay 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;

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

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

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

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

As to all Causes of Action

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

Dated: October 29, 2025

Respectfully submitted,

**MOON LAW GROUP, PC**

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By: \_\_\_\_\_

  
Kane Moon  
Allen Feghali  
Hyunjin Kim  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

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

Dated: October 29, 2025

**MOON LAW GROUP, PC**

By: \_\_\_\_\_

  
Kane Moon  
Allen Feghali  
Hyunjin Kim  
Attorneys for Plaintiff

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 **December 29, 2025**, I served the foregoing document described  
8 as:

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

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

12 **Paracorp Incorporated, Authorized Agent for Service of Process**  
13 **2804 Gateway Oaks Drive, Suite 100**  
14 **Sacramento, CA 95833**

15 **Authorized Agent for Service of Process for Defendant, IHERB, LLC**

16 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The  
17 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the  
18 firm’s practice of collection and processing correspondence for mailing. Under that  
19 practice it would be deposited with U.S. postal service on that same day with postage  
20 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am  
21 aware that on motion of the party served, service is presumed invalid if postal  
22 cancellation date or postage meter date is more than one day after date of deposit for  
23 mailing in affidavit.

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 **December 29, 2025**, at Los Angeles, California.

27 Steven Delgado  
28 Name

/s/ Steven Delgado  
Signature