

MANAHAN O'DELL LLP
Amanda E. Manahan (SBN 199197)
amanahan@manahanodell.com
Shaheen Anthony Etemadi (SBN 319138)
setemadi@manahanodell.com
7700 Irvine Center Drive, Suite 180
Irvine, California 92618
Tel: (949) 799-8002

Attorneys for Plaintiff

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

BRETT MOON, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

AMERICOR FUNDING, LLC; CREDIT9, LLC;
MISSION LOANS, LLC; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2025-01523968-CU-OE-CXC

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

- 1) Failure to Pay All Minimum Wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197);**
- 2) Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 1194 and 1198);**
- 3) Meal Period Violations (Labor Code §§ 226.7, 512, and 558);**
- 4) Rest Period Violations (Labor Code §§ 226.7, 516, and 558);**
- 5) Wage Statement Violations (Labor Code § 226 *et seq.*);**
- 6) Waiting Time Penalties (Labor Code §§ 201-203);**
- 7) Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and**
- 8) Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

1 Plaintiff Brett Moon (“Plaintiff”), individually and on behalf of all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants Americor Funding, LLC; Credit9, LLC; Mission Loans, LLC; and DOES 1 through 100,
4 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. This proposed class and representative action, brought pursuant to California Code of
7 Civil Procedure § 382, seeks unpaid minimum and overtime wages, meal and rest period premium
8 pay, statutory penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiff’s
9 action is brought under California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226, 226.3, 226.7,
10 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and
11 2810.3, California Business & Professions Code §§ 17200 *et seq.*, and the Industrial Welfare
12 Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and
13 restitution.

14 **JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
17 otherwise intentionally avail themselves to the California market so as to render the exercise of
18 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
19 substantial justice.

20 3. Venue in this County is proper under California Business & Professions Code § 17203
21 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
22 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
23 substantial business in this County, and/or Defendants’ liability arose in this County.

24 **PARTIES**

25 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
28 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,

1 lost money and/or property, and has been deprived of the rights guaranteed to him by Labor Code §§
2 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*,
3 Business & Professions Code § 17200 *et seq.*, and Wage Order 4, which sets employment standards
4 for professional, technical, clerical, mechanical, and similar occupations.

5 5. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
6 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
7 of the members of the Classes (as defined below).

8 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
9 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
10 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
11 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
12 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
13 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
14 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
15 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
16 deemed to include all DOE Defendants.

17 7. At all times herein mentioned, each of said Defendants participated in the doing of the
18 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
19 and each of them, were the agents, servants, and employees of each and every one of the other
20 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
21 within the course and scope of said agency and employment. Defendants, and each of them, approved
22 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
23 herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of and
25 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope
26 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
27 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
28 below).

GENERAL FACTUAL ALLEGATIONS

9. Defendants did (and do) business by providing debt relief services, personal loans to pay off credit card debt, and home loans and refinancing options to their customers. Defendants employed Plaintiff in the non-exempt position of “Debt Consultant” (or other similarly titled position) from approximately June 2025 through October 2025. Plaintiff’s primary job duties included taking calls from individuals looking for loans and performing “loan flips,” *i.e.*, running credit scores to show individuals they could not qualify for a loan and then selling them on Defendants’ debt settlement program. Defendants paid Plaintiff \$16.50/hour. In addition to his base rate of pay, Plaintiff received commission pay from Defendants on a monthly basis, if he met certain metrics.

10. Defendants’ practices and policies deprived Plaintiff and other non-exempt employees of minimum and overtime wages, including commission pay. For example, Defendants failed to timely pay Plaintiff and other non-exempt employees all commission pay they earned. Specifically, Defendants paid Plaintiff and other non-exempt employees their commission pay on a monthly basis, instead of twice per calendar month, in violation of Labor Code § 204. Defendants also failed to include commission pay in the regular rate of pay for the purposes of calculating Plaintiff and other non-exempt employees’ overtime pay, double time, and premium pay. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878 (holding that “the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning as ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.”).

11. Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. For example, on those occasions when Plaintiff and other non-exempt employees were able to take a meal period, Plaintiff and other non-exempt employees were unable to commence their meal periods until after the completion of five hours of work due to Defendants’ policies and work demands. Defendants also failed to include commission pay in the regular rate of pay for the purposes of calculating Plaintiff and other non-exempt employees’ meal period premium pay. On occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which

1 they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an additional
2 hour of premium pay at the regular rate of pay for each workday in which a meal period violation
3 occurred, as required by Labor Code § 226.7.

4 12. Plaintiff and other non-exempt employees were not authorized and permitted to take a
5 duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
6 Defendants' rest period policies/practices. Specifically, Defendants did not authorize and permit a
7 third duty-free rest period when Plaintiff and other non-exempt employees worked a shift longer than
8 10 hours, as evidenced by Defendants' Calabrio software. As a result of Defendants' rest period
9 practices and policies, Plaintiff and other non-exempt employees were not provided with all lawful
10 rest periods to which they were entitled. Upon information and belief, Defendants also failed to include
11 commission pay in the regular rate of pay for the purposes of calculating Plaintiff and other non-
12 exempt employees' rest period premium pay. On occasions when Plaintiff and other non-exempt
13 employees were not provided with all lawful rest periods to which they were entitled, Defendants
14 failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at the
15 regular rate of pay for each workday in which a rest period violation occurred, as required by Labor
16 Code § 226.7. Upon information and belief, for at least a portion of the relevant time period,
17 Defendants failed to maintain any pay code or other mechanism for the payment of rest period
18 premiums when they failed to authorize and permit Plaintiff and other non-exempt employees with
19 legally compliant rest periods.

20 13. As a result of Defendants' failure to pay minimum wages, overtime wages, double time
21 wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll
22 records, issued inaccurate wage statements to Plaintiff and other non-exempt employees, and failed to
23 pay all final wages owed to Plaintiff and other non-exempt employees upon their respective
24 separations from employment.

25 **CLASS ACTION ALLEGATIONS**

26 14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
27 Classes pursuant to Code of Civil Procedure § 382:
28

- 1 a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt
2 employees in California who were subject to Defendants' timekeeping policies and/or
3 practices for non-exempt employees, during the four years immediately preceding the
4 filing of this action through the present.
- 5 b. The Overtime Class consists of all Defendants' current and former non-exempt
6 employees in California who worked more than 8.0 hours per day and/or 40.0 hours per
7 workweek and were subject to Defendants' timekeeping policies and/or practices for non-
8 exempt employees, during the four years immediately preceding the filing of this action
9 through the present.
- 10 c. The Meal Period Class consists of all Defendants' current and former non-exempt
11 employees in California who worked at least one shift in excess of 5.0 hours during the
12 four years immediately preceding the filing of this action through the present.
- 13 d. The Rest Period Class consists of all Defendants' current and former non-exempt
14 employees in California who worked at least one shift in excess of 3.5 hours, during the
15 four years immediately preceding the filing of this action through the present.
- 16 e. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime
17 Class, Meal Period Class, and/or Rest Period Class, who separated their employment with
18 Defendants during the three years immediately preceding the filing of this action through
19 the present.
- 20 f. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class,
21 Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of
22 Defendants' current and former non-exempt employees in California who were paid in
23 cash for work performed, who received a wage statement from Defendants during the one
24 year immediately preceding the filing of this action through the present.

25 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
27 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
28 greater than one hundred (100) individuals. The identity of such membership is readily ascertainable

1 via inspection of Defendants' employment records.

2 **16. Common Questions of Law and Fact Predominate/Well Defined Community of**
3 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
4 non-exempt employees, which predominate over questions affecting only individual members
5 including, without limitation to:

- 6 a. Whether Defendants paid all minimum wages owed for all hours worked to members of
7 the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- 8 b. Whether Defendants violated the applicable Labor Code provisions, including, but not
9 limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform
10 overtime work and not paying for said work in accordance with the overtime laws of the
11 State of California;
- 12 c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly
13 compensate members of the Minimum Wage Class and/or Overtime Class;
- 14 d. Whether Defendants provided all legally compliant meal periods to members of the Meal
15 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 16 e. Whether Defendants authorized and permitted all lawful rest periods to members of the
17 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 18 f. Whether Defendants correctly paid meal and/or rest period premium payments for non-
19 compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
- 20 g. Whether Defendants paid all wages/compensation due upon separation to members of the
21 Waiting Time Class as required under California law; and
- 22 h. Whether Defendants furnished legally compliant wage statements to members of the
23 Wage Statement Class pursuant to Labor Code § 226.

24 **17. Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common questions
26 of law set forth above are numerous and substantial and stem from Defendants' policies and/or
27 practices applicable to each individual class member, such as Defendants' uniform timeclock
28 policies/practices, and meal and rest period policies/practices. As such, common questions

1 predominate over individual questions concerning each individual class member's showing as to their
2 eligibility for recovery or as to the amount of their damages.

3 18. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff
4 was employed by Defendants as a non-exempt employee in California during the statute(s) of
5 limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff,
6 like the members of the Classes, was deprived of all minimum and overtime wages owed, was not
7 provided all required meal periods, was not authorized and permitted to take all required rest periods,
8 did not receive meal and rest period premium wages at his regular rate of pay for missed or non-
9 compliant meal and rest periods, and was not provided with accurate, itemized wage statements.

10 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
11 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
12 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
13 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
14 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

15 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
16 important public interest in establishing minimum working conditions and standards in California.
17 These laws and labor standards protect the average working employee from exploitation by employers
18 who have the responsibility to follow the laws and who may seek to take advantage of superior
19 economic and bargaining power in setting onerous terms and conditions of employment. The nature
20 of this action and the format of laws available to Plaintiff and members of the Classes make the class
21 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
22 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
23 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
24 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
25 each member of the Classes to pursue an individual remedy would also discourage the assertion of
26 lawful claims by employees who would be disinclined to file an action against their former and/or
27 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
28 subsequent employment. Further, the prosecution of separate actions by the individual class members,

1 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
2 with respect to the individual class members against Defendants herein; and which would establish
3 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect
4 to individual class members which would, as a practical matter, be dispositive of the interest of the
5 other class members not parties to adjudications or which would substantially impair or impede the
6 ability of the class members to protect their interests. Further, the claims of the individual members of
7 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
8 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
9 maintainable as a Class under Code of Civil Procedure § 382.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL MINIMUM WAGES**
12 **(AGAINST ALL DEFENDANTS)**

13 21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 22. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
15 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
16 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
17 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
18 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
19 accrued thereon.

20 23. At all relevant times herein, Defendants failed to conform their pay practices to the
21 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
22 hours worked including, but not limited to, all hours they were subject to the control of Defendants
23 and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

24 24. California Labor Code § 1198 makes unlawful the employment of an employee under
25 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
26 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
27 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
28 due and interest thereon.

1 25. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
2 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
3 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
4 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
5 violations of the California Labor Code and Wage Order 4.

6 26. The foregoing practices and policies are unlawful and create an entitlement to recovery
7 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
8 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
9 attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and
10 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

11 27. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
12 conduct described herein, have committed an "intentional theft of wages in an amount greater than
13 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
14 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
15 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
16 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to
17 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
18 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
19 Penal Code § 496(c).

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
25 which provides that non-exempt employees are entitled to all overtime wages and compensation for
26 all overtime hours worked and provide a private right of action for the failure to pay all overtime
27 compensation for overtime work performed.

28 30. At all times relevant herein, Defendants were required to properly compensate non-

1 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
2 worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an
3 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for
4 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.
5 Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of
6 the Overtime Class with one and one-half times their regular rate of pay for such hours.

7 31. The foregoing policies and practices are unlawful and create an entitlement to recovery
8 by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime
9 premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit
10 according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil
11 Procedure § 1021.5.

12 32. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
13 conduct described herein, have committed an “intentional theft of wages in an amount greater than
14 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
15 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
16 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
17 the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the
18 Overtime Class under the law. Thus, Plaintiff and members of the Overtime Class are entitled to treble
19 damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code § 496(c).

20 **THIRD CAUSE OF ACTION**

21 **MEAL PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
25 their affirmative obligation to provide all of their non-exempt employees in California, including
26 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
27 with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants’
28 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal

1 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
2 210, 226.7, and 512.

3 35. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest
5 thereon, statutory penalties, civil penalties, and costs of suit.

6 36. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
7 conduct described herein, have committed an “intentional theft of wages in an amount greater than
8 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
9 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
10 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
11 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
12 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
13 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
14 496(c).

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 38. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
20 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
21 major fraction thereof. 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and
22 members of the Rest Period Class to take all required rest periods.

23 39. The foregoing violations create an entitlement to recovery by Plaintiff and members of
24 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
25 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7,
26 516, and Civil Code §§ 3287(b) and 3289.

27 40. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
28 conduct described herein, have committed an “intentional theft of wages in an amount greater than

1 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
2 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
3 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
4 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
5 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to
6 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
7 496(c).

8 **FIFTH CAUSE OF ACTION**
9 **WAGE STATEMENT VIOLATIONS**
10 **(AGAINST ALL DEFENDANTS)**

11 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and
14 members of the Wage Statement Class with accurate and complete, itemized wage statements that
15 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
16 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
17 that is the employer in violation of Labor Code §§ 226 *et seq.*

18 43. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class with
19 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
20 among other things, the non-payment of minimum and overtime wages and meal and rest period
21 premium wages owed, and deprived them of the information necessary to identify the discrepancies
22 in Defendants’ reported data.

23 44. Defendants’ failures create an entitlement to recovery by Plaintiff and members of the
24 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
25 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys’ fees, and costs of suit
26 according to California Labor Code §§ 226 *et seq.*

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46. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation, which includes, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

48. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time Class their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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50. Defendants have engaged and continue to engage in unfair and/or unlawful business

1 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst
2 other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to
3 pay all required meal and rest period premium wages owed; and knowingly failing to furnish complete
4 and accurate, itemized wage statements.

5 51. Defendants' utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
8 Defendants' competitors who have been and/or are currently employing workers and attempting to do
9 so in honest compliance with applicable wage and hour laws.

10 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
11 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
12 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
13 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

14 53. The acts complained of herein occurred within the last four years immediately
15 preceding the filing this action.

16 54. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
18 Defendants' current non-exempt employees, and to enforce important rights affecting the public
19 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
20 entitled to recover under Code of Civil Procedure § 1021.5.

21 **EIGHTH CAUSE OF ACTION**

22 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
23 **ATTORNEYS GENERAL ACT**
24 **(AGAINST ALL DEFENDANTS)**

25 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 56. Defendants have committed several Labor Code violations against Plaintiff, members
27 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
28 of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this

1 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
2 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
3 Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
4 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
5 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
6 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
7 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
8 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
9 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
10 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
11 violation and \$200 for each subsequent violation per employee per pay period for those violations of
12 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
13 violations:

- 14 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
15 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
16 1194.2, 1197, and 1198;
- 17 b. Failing to pay all earned overtime compensation to Plaintiff, the Overtime Class, and
18 other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 19 c. Failing to provide all legally required meal periods, and failure to pay meal period
20 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the
21 regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 22 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
23 period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees
24 at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and
25 1198;
- 26 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees
27 with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 28

- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- g. Failing to pay Plaintiff, the Waiting Time Class, and other aggrieved employees all final wages due in violation of Labor Code §§ 201-203; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1174, 1776, and 1198.

57. On October 23, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

58. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

59. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. For compensatory damages;
5. For such general, economic, and/or special damages;

- 1 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 2 7. For statutory penalties to the extent permitted by law, including pursuant to the Labor
- 3 Code and Wage Order 4;
- 4 8. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
- 5 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
- 6 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
- 7 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
- 8 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
- 9 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
- 10 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
- 11 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
- 12 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
- 13 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
- 14 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
- 15 Labor Code violations identified in the Tenth Cause of Action;
- 16 9. For public injunctive relief under Labor Code §§ 2698 *et seq.*;
- 17 10. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
- 18 487m;
- 19 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 20 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
- 21 Professions Code §§ 17200 *et seq.*;
- 22 12. For an order requiring Defendants to restore and disgorge all funds to each employee
- 23 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
- 24 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;
- 25 13. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
- 26 and Civil Code §§ 3287 and 3289;
- 27 14. A declaratory judgment that the practices complained of herein are unlawful under
- 28 California law;

1 15. For attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and Code of
2 Civil Procedure § 1021.5; and

3 16. For such other and further relief, the Court may deem just and proper.

4
5 Dated: December 29, 2025

Respectfully submitted,
MANAHAN O'DELL LLP

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7 By: *Shaheen Anthony Etemadi*

8 Shaheen Anthony Etemadi
9 Attorneys for Plaintiff
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Dated: December 29, 2025

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff

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PROOF OF SERVICE
Brett Moon v. Americor Funding, LLC et al.
Superior Court of California, Orange County
Case No: 30-2025-01523968-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County aforesaid, over the age of eighteen years, and not a party to the within entitled action. My business address is Manahan O'Dell LLP, 7700 Irvine Center Drive, Suite 180, Irvine, CA 92618. My email address is paralegal@manahanodell.com.

On December 29, 2025, I served the following document:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the parties in this action as follows:

Christian Amos Denisha P. McKenzie Brenda Cardenas CDF Labor Law LLP 18300 Von Karmen Ave. Irvine, CA 92612 camos@cdflaborlaw.com dmckenzie@cdflaborlaw.com bcardenas@cdflaborlaw.com	<i>Attorneys for Defendants</i>
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☒ **(BY EMAIL OR ELECTRONIC DELIVERY)** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at their electronic notification addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 29, 2025 Irvine, California.

Patricia Valentine
Patricia Valentine