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 7 KENIA ACEVEDO and JUNIETH MARTINEZ aka JUNIETH MAYORGA,
 on behalf of themselves and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 KENIA ACEVEDO and JUNIETH
 12 MARTINEZ aka JUNIETH MAYORGA, on
 behalf of themselves and all others similarly
 situated,

13 Plaintiffs,

14 v.

15 BON APPETIT DANISH, INC., a California
 16 corporation; LYNEER STAFFING
 SOLUTIONS, LLC, a Delaware limited
 17 liability company; EMPLOYERS
 PERSONNEL, LLC, a Florida limited liability
 18 company; and DOES 1 through 100, Inclusive

19 Defendants.

CASE NO.: 25STCV30327

SECOND AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES AND
 RESTITUTION

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGE;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PAY ALL WAGES UPON TERMINATION;
6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
7. FAILURE TO PAY REPORTING TIME PAY;
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES LABOR CODE §2699

DEMAND FOR JURY TRIAL

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1 COMES NOW plaintiff KENIA ACEVEDO ("Ms. Acevedo") and plaintiff JUNIETH
2 MARTINEZ aka JUNIETH MAYORGA ("Ms. Martinez") (hereinafter "Ms. Acevedo" and "Ms.
3 Martinez" collectively will be referred to as "Plaintiffs") on behalf of themselves and all
4 others similarly situated, and alleges as follows:

5 **GENERAL ALLEGATIONS**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on
8 behalf of Plaintiffs and all other current and former similarly situated employees employed by or
9 formerly employed by BON APPETIT DANISH, INC. ("Bon Appetit"), LYNEER STAFFING
10 SOLUTIONS, LLC. ("Lyneer"), EMPLOYERS PERSONNEL, LLC ("EP") and any subsidiaries
11 or affiliated companies (hereinafter referred to as "Defendants"), within the State of California.

12 2. For at least four (4) years prior to the filing of this action and through to the present
13 Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all
14 time worked, including overtime wages, on multiple occasions to Plaintiffs and other non-exempt
15 employees in the State of California, by requiring them to work off-the-clock, including but not
16 limited to, undergo COVID-19 temperature check prior to the start of their work shifts and prior to
17 clocking-in.

18 3. For at least four (4) years prior to the filing of this action and through to the present
19 Defendants on multiple occasions have had a pattern and practice of failing to pay reporting time
20 pay to Plaintiffs and other non-exempt employees in the State of California when Plaintiffs and
21 other similarly situated employees would report to work at the beginning of their scheduled shift
22 and but were not put to work or were provided with less than the hours for their scheduled shift.

23 4. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
25 Plaintiffs and other similarly situated non-exempt employees or former employees within the State
26 of California a thirty (30) minute uninterrupted meal period for days on which the employees
27 worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal
28 periods for days on which the employees worked in excess of ten (10) hours in a work day, and

1 failing to provide compensation at the regular rate of pay for such unprovided meal periods as
2 required by California wage and hour laws.

3 5. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
5 Plaintiffs and similarly situated employees or former employees within the State of California rest
6 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing
7 to provide compensation at the regular rate of pay for such unprovided rest periods as required by
8 California wage and hour laws.

9 6. For at least three (3) years prior to the filing of this action and continuing through the
10 present, Defendants on multiple occasions have failed to pay Plaintiffs and other similarly situated
11 employees the full amount of their wages, as described herein, owed to them upon termination and/or
12 resignation as required by Labor Code §§ 201 or 202.

13 7. For at least one (1) year prior to the filing of this action and continuing through the
14 present, Defendants on multiple occasions have failed to issue Plaintiffs and other similarly situated
15 employees accurate wage statements as required by Labor Code § 226.

16 8. Plaintiffs, on behalf of themselves and all other similarly situated employees, bring
17 this action pursuant to, including but not limited to, California Labor Code §§200, 201, 202, 203,
18 204, 210, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2699, *et seq.*, and California Code
19 of Regulations, Title 8, §11070, seeking unpaid overtime and minimum wages, reporting time pay,
20 premium wages for non-compliant meal and rest periods, statutory penalties, civil penalties, and
21 reasonable attorney's fees and costs.

22 9. Plaintiffs, on behalf of themselves and all other similarly situated employees, pursuant
23 to California Business & Professions Code §§17200-17208 also seeks all monies owed but withheld
24 and retained by Defendants to which Plaintiffs and members of the Class are entitled.

25 **PARTIES**

26 **A. Plaintiff**

27 10. Venue as to each defendant is proper in this judicial district, pursuant to California
28 Code of Civil Procedure §395. Defendants operate and do business in California, and each

1 defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts
2 alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of
3 California. Defendants employ numerous Class Members in the State of California.

4 11. Plaintiff, Ms. Acevedo, is a resident of the State of California. At all relevant times
5 herein, she has been employed by Defendants as a non-exempt employee in California.

6 12. Plaintiff, Ms. Martinez, is a resident of the State of California. At all relevant times
7 herein, she has been employed by Defendants as a non-exempt employee in California.

8 **B. Defendants**

9 13. Defendant, BON APPETIT DANISH, INC. is a California corporation, authorized
10 to do business in the State of California. Bon Appetit operates as a bakery and food manufacturing
11 company, producing and distributing baked goods within the State of California.

12 14. Defendant, LYNEER STAFFING SOLUTIONS, LLC, is a Delaware limited
13 liability company, authorized to do business in the State of California. Lyneer operates as a staffing
14 and workforce solutions company providing services within the State of California and throughout
15 the United States.

16 15. Defendant, EMPLOYERS PERSONNEL, LLC, is a Florida limited liability
17 company, authorized to do business in the State of California. EP operates as a staffing and
18 employment services company, providing workforce placement and related services within the
19 State of California and throughout the United States.

20 16. Plaintiffs are informed and believe that Defendants are joint employers in that they
21 employed Plaintiffs and similarly situated employees at the same time and were operating as a joint
22 enterprise at all relevant time periods.

23 17. The true names and capacities, whether individual, corporate, associate, or
24 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
25 Plaintiffs, who therefore sues defendants by such fictitious names under Code of Civil Procedure
26 §474. Plaintiffs are informed and believe, and based thereon alleges, that each of the defendants
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1 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
2 herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
3 capacities of the defendants designated hereinafter as DOES when such identities become known.
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5 18. Plaintiffs are informed and believe, and based thereon allege, that each defendant
6 acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
8 legally attributable to the other defendants.

9 FACTUAL BACKGROUND

10 19. For at least four (4) years prior to the filing of this action and through to the present
11 Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all
12 time worked, including overtime wages, to Plaintiffs and other non-exempt employees in the State
13 of California, by requiring them to work off-the-clock, including but not limited to, undergo
14 COVID-19 temperature check prior to the start of their work shifts and prior to clocking-in.

15 20. Defendants on multiple occasions have had a pattern and practice of failing to pay
16 reporting time pay to Plaintiffs and other non-exempt employees in the State of California when
17 Plaintiffs and other similarly situated employees would report to work at the beginning of their
18 scheduled shift and but were not put to work or were provided with less than the hours for their
19 scheduled shift.

20 21. Defendants have had a pattern and practice of on multiple occasions failing to
21 provide Plaintiffs and other similarly situated employees or former employees within the State of
22 California a thirty (30) minute uninterrupted meal period for days on which the employees worked
23 more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods
24 for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple
25 occasions failing to provide compensation at the regular rate of pay for such unprovided meal
26 periods.

27 22. Defendants have had a pattern and practice of on multiple occasions failing to provide
28 Plaintiffs and similarly situated employees or former employees within the State of California rest

1 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and on
2 multiple occasions failing to provide compensation at the regular rate of pay for such unprovided
3 rest periods as required by California wage and hour laws.

4 23. Plaintiffs and other similarly situated employees or former employees at all times
5 pertinent hereto were not exempt from the overtime, meal break and rest break provisions of
6 California law, and the implementing rules and regulations of the IWC California Wage Orders rules
7 and regulations.

8 24. Defendants have failed to comply with Labor Code §226(a) by, on multiple occasions,
9 not providing itemized wage statements accurately showing, including but not limited to, total hours
10 worked during the pay period, hourly rate and pay due and owing for failure to pay wages as
11 described herein.

12 25. Defendants have failed to comply with Labor Code §203 by, on multiple occasions,
13 willfully failing to pay all earned wages to separated employees, as described herein.

14 **CLASS ACTION ALLEGATIONS**

15 26. Plaintiffs bring this action on behalf of themselves, and all others similarly situated,
16 as a class action pursuant to California Code of Civil Procedure §382. Plaintiffs seek to represent
17 six Classes composed of and defined as follows:

18 **Non-Exempt Employee Class**

19 All current and former employees of Defendants within the State of California at any
20 time commencing four (4) years preceding the filing of Plaintiffs' complaint up until
21 the time that notice of the class action is provided to the class (collectively referred to
as "Non-Exempt Employee Class").

22 **Meal Period Class**

23 All current and former employees of Defendants within the State of California at any
24 time commencing four (4) years preceding the filing of Plaintiffs' complaint up until
25 the time that notice of the class action is provided to the class, who worked shifts of
5 hours or more (collectively referred to as "Meal Period Class").

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1 been determined at this time, Plaintiffs are informed and believe that there are over 100 Class
2 Members employed by Defendants within the State of California.

3 30. Accounting for employee turnover during the relevant periods necessarily increases
4 this number. Plaintiffs allege Defendants' employment records would provide information as to the
5 number and location of all Class Members. Joinder of all members of the proposed Class is not
6 practicable.

7 **B. Commonality**

8 31. There are questions of law and fact common to Class Members. These common
9 questions include, but are not limited to:

- 10 (1) Did Defendants violate Labor Code §1194 by not compensating Class
11 Members overtime wages?
- 12 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
13 Members minimum wages for all hours worked?
- 14 (3) Did Defendants violate Labor Code § 512 by not providing Class Members
15 with meal periods?
- 16 (4) Did Defendants violate Labor Code § 226.7 by not providing Class Members
17 additional wages at the regular rate of pay for missed or interrupted meal
18 periods?
- 19 (5) Did Defendants violate Labor Code §226.7 by not providing Class Members
20 additional wages at the regular rate of pay for missed rest periods?
- 21 (6) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 (7) Are Defendants liable to Class Members for penalty wages under Labor
24 Code § 203?
- 25 (8) Did Defendants violate Labor Code § 226(a) by not furnishing Class Members
26 with accurate wage statements?
- 27 (9) Did Defendants violate the Unfair Competition Law, Business and
28 Professions Code §17200, *et seq.*, by its unlawful practices as alleged herein?

(10) Are Class Members entitled to restitution of penalty wages under Business and Professions Code § 17203?

(11) Are Class Members entitled to attorney's fees?

(12) Are Class Members entitled to interest?

C. Typicality

32. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any member of the classes, and the relief sought is typical of the relief which would be sought by each of the members of the classes in separate actions. Plaintiffs and all members of the classes sustained injuries and damages arising from and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

33. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Classes. Counsel who represent Plaintiffs are competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is impracticable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal pattern and practice of on multiple occasions failing to pay overtime wages, failing to pay minimum wages, failing to pay reporting time pay, failing to provide meal and rest breaks or compensation in lieu thereof, failing to provide accurate itemized wage statements, failing to pay reporting time pay, and failing to pay all wages due upon termination and/or resignation as described herein.

35. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this

1 action that would preclude its maintenance as a class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY OVERTIME WAGES**

4 **(By Plaintiffs and the Class Against All Defendants)**

5 36. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
6 preceding paragraphs of this Complaint as though fully set forth herein.

7 37. At all times relevant to this complaint, California Labor Code §510 was in effect and
8 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
9 one workday and any work in excess of forty hours in any one workweek ... shall be compensated
10 at the rate of no less than one and one-half times the regular rate of pay for an employee.” Overtime
11 pay is computed based on the regular rate of pay. The regular rate of pay includes many different
12 kinds of remuneration. Under California law, the determination of regular rate of pay for purposes
13 of determining overtime pay must include the employee’s commissions, bonuses, or other non-
14 hourly compensation.

15 38. At all times herein mentioned, Plaintiffs and Non-Exempt Employee Class worked
16 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
17 forty hours in a work week and on multiple occasions these employees were required to work off-
18 the-clock, including but not limited to, undergo COVID-19 temperature check prior to the start of
19 their work shifts and prior to clocking-in.

20 39. Accordingly, by requiring Plaintiffs and Non-Exempt Employee Class to work in
21 excess of eight hours per day and/or forty hours per week and without properly compensating
22 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
23 §1194.

24 40. As a result of the unlawful acts of Defendants, Plaintiffs and the Non-Exempt
25 Employee Class have been deprived of overtime wages in an amounts to be determined at trial, and
26 are entitled to recovery of such amounts, plus interest and penalties thereon, attorney’s fees, and
27 costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil Code
28 §3287.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(By Plaintiffs and the Class Against All Defendants)**

4 41. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 42. At all relevant times, Plaintiffs and the members of the Non-Exempt Employee Class
7 were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

8 43. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiffs and the
9 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all hours
10 worked.

11 44. At all times herein mentioned, to the extent that Plaintiffs and Non-Exempt Employee
12 Class worked for Defendants during shifts that were less than eight hours in a work day and/or less
13 than forty hours in a workweek, on multiple occasions these employees have not been paid minimum
14 wages for all off-the-clock hours worked, as described herein.

15 45. Defendants failure to pay Plaintiffs and members of the Non-Exempt Employee Class
16 wages for all hours worked, as described herein, is in violation of Labor Code §1197 and applicable
17 Wage Orders. As a result of Defendants' pattern and practice, Plaintiffs and members of the Non-
18 Exempt Employee Class have suffered damages in an amount, subject to proof, to the extent they
19 were not paid minimum wages for all hours worked.

20 46. Pursuant to Labor Code §§1194 and 1194.2 Plaintiffs and members of the Non-
21 Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,
22 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(By Plaintiffs and the Class Against All Defendants)**

26 47. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
27 preceding paragraphs of this Complaint as though fully set forth herein.

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1 48. Pursuant to Labor Code §512, no employer shall employ an employee for a work
2 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which
3 the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an
4 employee for a work period of more than ten (10) hours per day without providing the employee
5 with a second meal period of not less than thirty (30) minutes in which the employee is relieved of
6 all of his or her duties. Plaintiffs and other members of the Meal Period Class were on multiple
7 occasions not provided with requisite meal periods as contemplated under the law since employees
8 would be prevented and discouraged by workplace interruptions which caused missed, short, and
9 late meal periods, as indicated herein.

10 49. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
11 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
12 Commission, the employer shall pay the employee one additional hour of pay at the employee's
13 regular rate of compensation for each work day that the meal period or rest period is not provided.

14 50. By their failure on multiple occasions to provide Plaintiffs and members of the Meal
15 Period Class with the meal periods contemplated by California law, and failing to provide
16 compensation for such unprovided meal periods at the regular rate of pay, as alleged above,
17 Defendants willfully violated the provisions of Labor Code §512 and applicable Wage Orders.

18 51. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the
19 Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not
20 paid premium wages at the regular rate of pay, owed for missed meal periods.

21 52. Plaintiffs and the other members of the Meal Period Class are entitled to recover the
22 full amount of their unpaid additional premium pay for missed meal periods. Pursuant to Code of
23 Civil Procedure §1021.5, Plaintiffs and the other members of the Meal Period Class are entitled to
24 recover reasonable attorney's fees and costs of suit.

25 53. Pursuant to Civil Code § 3287(a), Plaintiffs and other members of the Meal Period
26 Class are entitled to recover prejudgment interest on the additional premium pay owed for missed
27 meal periods.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **(By Plaintiffs and the Class Against All Defendants)**

4 54. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 55. California law and applicable Wage Orders require that employers “authorize and
7 Permit” employees to take paid 10 minute rest periods in about the middle of each 4-hour work
8 period “or major fraction thereof.” Accordingly, employees who work shifts of 3 ½ to 6 hours must
9 be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10
10 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of
11 more than 10 hours must be provided 30 minutes of paid rest period. Plaintiffs and other members
12 of the Rest Period Class on multiple occasions were not provided with requisite rest periods as
13 contemplated under the law.

14 56. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
15 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one additional hour of pay at the employee’s
17 regular rate of compensation for each work day that the meal period or rest period is not provided.

18 57. By their failure on multiple occasions to provide Plaintiffs and other members of the
19 Rest Period Class with the rest periods contemplated by California law, and failing to provide
20 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
21 provisions of Labor Code §226.7 and applicable Wage Orders.

22 58. As a result of Defendants’ unlawful conduct Plaintiffs and the other members of the
23 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not
24 paid additional premium pay, at the regular rate of pay, owed for missed rest periods.

25 59. Plaintiffs and the other members of the Rest Period Class are entitled to recover the
26 full amount of their unpaid additional premium pay for missed rest periods. Pursuant to Code of Civil
27 Procedure §1021.5, Plaintiffs and the other members of the Rest Period Class are entitled to recover
28 reasonable attorney’s fees and costs of suit.

1 60. Pursuant to Civil Code § 3287(a), Plaintiffs and other members of the Rest Period
2 Class are entitled to recover prejudgment interest on the additional pay owed for missed rest periods.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

5 **(By Plaintiffs and the Class Against All Defendants)**

6 61. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
7 preceding paragraphs of this Complaint as though fully set forth herein.

8 62. At all relevant times, members of the Late Pay Class were employees of Defendants
9 covered by Labor Code §§ 201 and 202.

10 63. Pursuant to Labor Code §§ 201 or 202, members of the Late Pay class were entitled
11 upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged
12 employees were entitled to payment of all wages earned and unpaid prior to discharge immediately
13 upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid
14 prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours
15 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
16 resignation.

17 64. Defendants failed to pay members of the Late Pay Class all wages earned and unpaid,
18 as described herein, prior to termination in accordance with Labor Code §§ 201 or 202. Members of
19 the Late Pay Class are informed and believe and thereon allege that within the applicable limitations
20 period, Defendants on multiple occasions had a pattern and practice of not paying upon termination,
21 the wages owed to them as a consequence of failing to pay non-exempt employees for earned wages,
22 as described herein.

23 65. Defendants' failure to pay members of the Late Pay Class all wages earned prior to
24 termination in accordance with Labor Code §§ 201 and 202 was willful. Defendants had the ability
25 to pay all wages earned by members of the Late Pay Class at the time of termination in accordance
26 with Labor Code §§ 201 and 202, but intentionally adopted policies or practices incompatible with
27 the requirements of Labor Code §§ 201 and 202.

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66. Pursuant to Labor Code §§ 201 and 202 members of the Late Pay Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

67. Pursuant to Labor Code § 203, members of the Late Pay Class are entitled to penalty wages from the date their earned and unpaid wages were due, upon termination, until paid, up to a maximum of 30 days.

68. As a result of Defendants' unlawful conduct members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination.

69. As a result of Defendants' unlawful conduct, members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid all penalty wages owed under Labor Code § 203.

70. Pursuant to Labor Code §§ 218 and 218.5, members of the Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code § 203, reasonable attorney's fees, and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), members of the Late Pay Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiffs and the Class Against All Defendants)

71. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

72. At all relevant times, Plaintiffs and the other members of the Wage Statement Class were employees of Defendants covered by Labor Code § 226.

73. Pursuant to Labor Code § 226(a), Plaintiffs and the other members of the Wage Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 74. Defendants failed to provide Plaintiffs and the other members of the Wage
2 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

3 75. Plaintiffs and the other members of the Wage Statement Class are informed and
4 believe and thereon allege that at all relevant times, Defendants maintained and continue to maintain
5 a policy and practice of issuing wage statements that do not show, including but not limited to,
6 address of the employer, all hours worked and all earned wages and pay due for all hours worked at
7 applicable rates of pay and owed premium wages for alleged meal and rest period violations.
8 Defendants' practices resulted and continue to result in, the issuance of Wage Statements to Plaintiffs
9 and other members of the Class that do not comply with the itemization requirements.

10 76. Defendants' failure to provide Plaintiffs and other members of the Wage Statement
11 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to
12 provide Plaintiffs and the other members of the Wage Statement Class with accurate Wage
13 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

14 77. As a result of Defendants' unlawful conduct, Plaintiffs and the other members of the
15 Wage Statement Class have suffered injury. The absence of accurate information on their wage
16 statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery
17 and mathematical computations to determine the amount of wages owed, causes difficulty and
18 expense in attempting to reconstruct time and pay records, and led to submission of inaccurate
19 information about wages and amounts deducted from wages to state and federal government
20 agencies.

21 78. Pursuant to Labor Code § 226(e) Plaintiffs and other members of the Wage
22 Statement Class are entitled to recover \$50 for the initial pay period during the period in which
23 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a
24 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

25 79. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiffs and the other members of the
26 Wage Statement Class were entitled to recover the full amount of penalties due under Labor Code §
27 226(e) reasonable attorney's fees and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME PAY**

3 **(By Plaintiffs and Class Members Against All Defendants)**

4 80. Plaintiffs reallege and incorporate by reference all the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 81. Plaintiffs and the Reporting Time Class were required to report to work for a
7 scheduled shift but were not put to work or were provided with less than the scheduled shift.
8 Defendants, however, failed to pay Plaintiffs and on information and belief, the Reporting Time
9 Class for "reporting time" as required by California law.

10 82. California Code of Regulations, Title 8, §11070 (5)(A) provides that "[e]ach
11 workday an employee is required to report for work and does report, but is not put to work or is
12 furnished less than half said employee's usual or scheduled day's work, the employee shall be paid
13 for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more
14 than four (4) hours, at the employee's regular rate of pay, which shall not be less than minimum
15 wage."

16 83. In actions for the recovery of unpaid minimum wages, California Labor Code
17 §1194.2 provides for the recovery of liquidated damages equal to wages unlawfully unpaid and
18 interest thereon.

19 84. Pursuant to Labor Code §§ 1194 and 1194.2 Plaintiffs and members of the
20 Reporting Time Class are entitled to recover the full amount of unpaid minimum wages,
21 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

22 **EIGHTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(By Plaintiffs and Class Members Against All Defendants)**

25 85. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
26 preceding paragraphs of this Complaint as though fully set forth herein.

27 86. The unlawful conduct of Defendants alleged herein constitutes unfair competition
28 within the meaning of Business & Professions Code § 17200. Due to their unlawful business

1 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
2 comparable companies doing business in the state of California that comply with their obligations to
3 compensate employees in accordance with the Labor Code.

4 87. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and
5 similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiffs
6 and similarly situated Class Members have been deprived from not being compensated overtime
7 wages, from not being compensated minimum wages, from not being provided reported time pay
8 from not being provided with meal and rest breaks or compensation in lieu thereof, as described
9 herein.

10 88. Pursuant to Business & Professions Code § 17203 Plaintiffs and similarly situated
11 Class Members are entitled to restitution of all wages and other monies owed to them under the Labor
12 Code including interest thereon, in which they had a property interest which Defendants failed to pay
13 them but withheld and retained for themselves. Restitution of the money owed to Plaintiffs and
14 similarly situated Class Members is necessary to prevent Defendants from becoming unjustly
15 enriched by their failure to comply with the Labor Code.

16 89. Plaintiffs and similarly situated Class Members are entitled to recover reasonable
17 attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil Procedure
18 § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

19 NINTH CAUSE OF ACTION

20 CIVIL PENALTIES LABOR CODE §2699 et seq.

21 (By Plaintiffs and Aggrieved Employees Against All Defendants)

22 90. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs of this Complaint as though fully set forth herein.

24 91. Plaintiffs have complied with the procedures for bringing suit specified in Labor
25 Code §2699.3. On or about October 16, 2025, Plaintiff gave written notice to the Labor and
26 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
27 Labor Code alleged to have been violated and the LWDA elected not to investigate.

28 92. During the period beginning one year period preceding the filing of Plaintiffs'

1 written notice to the LWDA (the "Civil Penalty Period"), Defendants violated, including but not
2 limited, to Labor Code §§200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194,
3 1194.2, 1197, 1197.1.

4 93. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of
5 themselves and other current and former employees, to bring a civil action to recover civil penalties
6 pursuant to the procedures specified in Labor Code §2699.3.

7 94. Pursuant to Labor Code §2699(a) and (f), Plaintiffs and the aggrieved employees are
8 entitled to recover civil penalties for Defendants' violations of the specified Labor Code sections
9 during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each employee per
10 pay period for the initial violation and two hundred dollars (\$200) for each employee per pay
11 period for each subsequent violation.

12 95. In addition to the civil penalties recoverable under Labor Code §2699(a) and
13 (f), to the extent permitted by law, Defendants' failure to provide Plaintiffs and aggrieved
14 employees with accurate itemized wage statements, as described herein, entitles Plaintiffs to seek
15 separate civil penalties for Defendants' violation of Labor Code §226 (a) and 226 (e). For
16 violations of Labor Code §226 (a), Plaintiffs seek civil penalties provided by Labor Code §226.3.
17 Pursuant to Labor Code § 226.3, "[a]ny employer who violates subdivision (a) of section 226 shall
18 be subject to a civil penalty in the amount of two hundred dollars (\$250) per employee per
19 violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation
20 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
21 statement or fails to keep the required in subdivision (a) of section 226." Accordingly, Plaintiffs
22 and aggrieved employees are entitled to recover civil penalties for violations of Labor Code §
23 226.3 and seek default civil penalties for each of Defendants' numerous violations of Labor Code
24 §226 (e).

25 96. In addition, pursuant to Labor Code §1197.1, subdivision (a): "Any employer or
26 other person acting either individually or as an officer, agent, or employee of another person, who
27 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
28 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of

1 wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant
2 to Section 203 as follows:

- 3 a. For any initial violation that is intentionally committed, one hundred dollars (\$100)
4 for each unpaid employee for each pay period of which the employee is underpaid.
5 This amount shall be in addition to an amount sufficient to recover underpaid
6 wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
7 imposed pursuant to Section 203.
- 8 b. For each subsequent violation for the same specific offence, two hundred fifty
9 dollars (\$250) for each underpaid employee for each pay period fo which the
10 employee is underpaid regardless of whether the initial violation is intentionally
11 committed. This amount shall be in addition to an amount sufficient to recover
12 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
13 applicable penalties imposed pursuant to Section 203.
- 14 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to
15 Section 203, recovered pursuant to this section shall be paid to the affected
16 employee.”

17 Plaintiffs are informed and believe, and based thereon allege, that Defendants’ caused Plaintiffs
18 and aggrieved employees not to be paid minimum wages as a result of Defendants, without
19 limitation, routinely failing to pay Plaintiffs and other aggrieved employees’ wages for all hours
20 worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
21 accurately track and/or pay for all hours actually worked; and engaging, suffering, or permitting
22 employees to work off the clock. As a direct and proximate result of Defendants’ conduct,
23 Plaintiffs and other aggrieved employees are entitled to recover directly from Defendants civil
24 penalties pursuant to Labor Code §1197.1.

25 97. In addition to the civil penalties recoverable under Labor Code §2699(a) and
26 (f), to the extent permitted by law, Defendants’ failure to pay Plaintiffs and other aggrieved
27 employees timely wages for all hours worked, entitle Plaintiffs to seek separate civil penalties for
28 Defendants’ violation of Labor Code §§ 204 and 210. Specifically, Defendants failed to pay all

1 wages owed within seven days of the close of the payroll period in accordance with Labor Code
2 §204(d). Labor Code §210 (a) provides that “in addition to, and entirely independent and apart
3 from, any other penalty provided in this article, every person who fails to pay the wages of each
4 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) for any
5 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each
6 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
7 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Accordingly,
8 Plaintiff and aggrieved employees are entitled to recover civil penalties for violations of Labor
9 Code §§ 204 and 210.

10 98. Lastly, pursuant to Labor Code § 558 any employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare Commission
13 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
14 each underpaid employee for each pay period for which the employee was underpaid in addition to
15 an amount sufficient to recover underpaid wages; and (2) For each subsequent violation, one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
17 was underpaid in addition to an amount sufficient to recover underpaid wages. As indicated
18 herein, Plaintiffs and aggrieved employees were underpaid wages as a result of the asserted Labor
19 Code violations and therefore are entitled to recover civil penalties under Labor Code §558.

20 99. Pursuant to Labor Code §2699(g), Plaintiffs and the aggrieved employees are
21 entitled to an award of reasonable attorneys’ fees and costs in connection with their claims for civil
22 penalties.

23 PRAYER

24 WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray for
25 judgment against Defendants as follows:

26 A. An order certifying that Plaintiffs may pursue their claims against Defendants as a
27 class action on behalf of the Class Members;

28 B. An order appointing Plaintiffs as Class representatives and appointing Plaintiffs’

1 counsel as class counsel;

- 2 C. Penalties for inaccurate wage statements under Labor Code §226(e);
- 3 D. Damages for unpaid wages under Labor Code §§201 or 202;
- 4 E. Damages for unpaid penalty wages under Labor Code §203;
- 5 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;
- 6 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;
- 7 H. Damages for minimum wages;
- 8 I. Damages for premium wages;
- 9 J. Liquidated damages for unpaid minimum wages;
- 10 K. Damages for reporting time pay;
- 11 L. Damages for unpaid overtime wages under Labor Code §1194;
- 12 M. Restitution under Business and Professions Code §17203;
- 13 N. Civil Penalties under Labor Code §§ 210, 226.3, 558, 1197.1, 2699(a)-(f);
- 14 O. Pre-judgment interest;
- 15 P. Costs;
- 16 Q. Reasonable attorney's fees; and
- 17 R. Such other and further relief as the Court deems just and proper

18
19 DATED: August 21, 2026

THE NOURMAND LAW FIRM, APC.

20
21 By: /s/ Kimberly T. Maldonado
22 Michael Nourmand, Esq.
23 James A. De Sario, Esq.
24 Kimberly T. Maldonado, Esq.
25 Attorneys for Plaintiffs
26
27
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On September 15, 2026, I served the following document(s) described as:

6 **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND**
7 **RESTITUTION**

8 on the interested parties in this action as follows:

9 Stacey M. Cooper, Esq.
10 STACEY COOPER LAW, PC
11 888 Prospect Street, Suite 200
La Jolla, California 92037

12 Vivian Elias, Esq.
Elizabeth Gross, Esq.
13 DOMINGO, ELIAS & VU APLC
14 265 South Randolph Avenue, Suite 200
Brea, California 92821

15 Adam Y. Siegel, Esq.
16 Leslie H. Joyner, Esq.
17 Shiva Anari, Esq.
JACKSON LEWIS P.C.
18 725 S. Figueroa Street, Suite 2800
Los Angeles, California 90017

19
20 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
21 true and correct copy of the above listed document(s) to be served by electronic transmission to the
parties and/or counsel who are registered above and set forth in said service list.

22 I declare under penalty of perjury under the laws of the State of California that the above is
23 true and correct and that this Proof of Service was executed on September 15, 2026, at Beverly
Hills, California.

24 /s/ Alejandra Beltran
25 Alejandra Beltran
26
27
28