

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
 Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
 Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
 Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
 3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 90010
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

LESTER SINGLETON and BRITTANY
 MARTINEZ, individually, and on behalf of all
 others similarly situated, and on behalf of the
 State of California and other aggrieved persons,

Plaintiffs,

v.

CEDAR RESTAURANT GROUP, LLC, a
 California limited liability company; and DOES
 1 through 10, inclusive,

Defendants.

Case No. 23STCV07209

**FIRST AMENDED CLASS & PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (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 Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

DEMAND FOR JURY TRIAL

1 Plaintiffs LESTER SINGLETON and BRITTANY MARTINEZ (“Plaintiffs”), on
2 information and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendant CEDAR RESTAURANT GROUP,
5 LLC and DOES 1 through 10 (hereinafter collectively referred to as “Defendant”) for California
6 Labor Code violations and unfair business practices stemming from Defendant’s failure to pay for
7 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
8 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
9 accurate wage statements, and failure to indemnify employees for expenditures.

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

16 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
17 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
18 Plaintiffs, the State of California, and past and present non-exempt employees employed by
19 Defendant in the State of California during the statute of limitations period for their PAGA claim
20 (hereinafter referred to as the “Aggrieved Employees”).

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

26 5. Despite these requirements, throughout the statutory period, Defendant has, at
27 times:

28 (a) Failed to pay employees, or some of them, for all hours worked, including

all minimum, straight time, and overtime in compliance with the California Labor Code and IWC Wage Orders;

- (b) Failed to provide employees, or some of them, with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit employees, or some of them, to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay employees, or some of them, all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide employees, or some of them, with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify employees, or some of them, for expenditures incurred in direct discharge of duties of employment; and,
- (g) Failed to timely produce requested employment records as required by the California Labor Code and IWC Wage Order.

6. On information and belief, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify its unlawful policies. Defendant's violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendant was and is legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further,

Defendant is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff LESTER SINGLETON is a resident of Burbank, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately December 2021 to December 2022.

9. Plaintiff BRITTANY MARTINEZ is a resident of Palmdale, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately May 2023 through approximately December 2023

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendant

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant CEDAR RESTAURANT GROUP, LLC is, and at all times herein mentioned, was:

(a) A business entity conducting business in numerous counties throughout the State of California, including Los Angeles County; and,

(b) The former employer of Plaintiffs, and the current and/or former employer of the putative Class because Defendant YAMASHIRO, LLC suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs, the Class, and the Aggrieved Employees, thereby creating a common law employment relationship.

12. Plaintiffs do not 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

1 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
2 complaint to set forth the true names and capacities of these Defendants when they have been
3 ascertained, together with appropriate charging allegations, as may be necessary.

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

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

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

22 15. Plaintiff LESTER SINGLETON worked for Defendant in Los Angeles County,
23 California as an hourly-paid, non-exempt employee from approximately December 2021 to
24 December 2022.

25 16. Plaintiff BRITTANY MARTINEZ worked for Defendant in Los Angeles County,
26 California as an hourly-paid, non-exempt employee from approximately May 2023 through
27 approximately December 2023.

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1 17. During Plaintiffs' employment for Defendant, Defendant paid Plaintiffs an hourly
2 wage and classified them as non-exempt from overtime. Defendant, at times, scheduled Plaintiffs
3 to work at least five days in a workweek and at least eight hours per day, but Plaintiffs, at times,
4 also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

5 18. Throughout Plaintiffs' employment, Defendant, at times, failed to pay for all hours
6 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
7 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
8 to timely pay all final wages to Plaintiffs when Defendant terminated their employment, failed to
9 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and
10 failed to produce requested employment records.

11 19. Throughout the statutory period, Defendant, at times, failed to pay Plaintiffs, the
12 Class, and the Aggrieved Employees, or some of them, for all hours worked, including minimum,
13 straight time, and overtime wages. Defendant would, at times, manufacture time keeping records
14 to falsely show that Plaintiffs and the Class took meal periods when in fact they worked "off-the-
15 clock," uncompensated. The effect is that Plaintiffs, the Class, and the Aggrieved Employees, or
16 some of them, worked through meal periods "off-the-clock," and continued to work after they had
17 clocked out for the workday. Defendant paid Plaintiffs, the Class, and the Aggrieved Employees,
18 or some of them, less than all their work time. Much of this unpaid work should have been paid
19 at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain
20 accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees, or some of them,
21 worked.

22 20. Throughout the statutory period, Defendant wrongfully failed to provide Plaintiffs,
23 the Class, and the Aggrieved Employees, or some of them, with legally compliant meal periods.
24 Defendant required Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to work
25 in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-
26 free meal period for every five hours of work, or without compensating Plaintiffs, the Class, and
27 the Aggrieved Employees, or some of them, for all missed meal periods that were not provided by
28 the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert

control over Plaintiffs, the Class, and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees, or some of them, permission to take a meal period. Defendant also failed, at times, to permit him to take a second meal period when Plaintiffs worked at least ten hours of work in a workday. As described above, Defendant would manufacture time keeping records to falsely show that Plaintiffs, the Class, and the Aggrieved Employees, or some of them, took meal periods by the fifth hour of work or took meal periods when in fact they worked off-the-clock, uncompensated. Accordingly, Defendant failed to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees, or some of them, in compliance with California law.

21. Throughout the statutory period, Defendant has, at times, wrongfully failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take legally compliant rest periods. Defendant required Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Defendant failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

22. Throughout the statutory period, Defendant, at times, willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees, or some of them, all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them by Defendant at the conclusion of

1 their employment. On information and belief, Defendant's failure to timely pay Plaintiffs' final
2 wages when their employment terminated was not a single, isolated incident, but was instead
3 consistent with Defendant's practices that applied, at times, to Plaintiffs, the Class, and the
4 Aggrieved Employees.

5 23. Throughout the statutory period, Defendant failed, at times, to furnish Plaintiffs, the
6 Class, and the Aggrieved Employees, or some of them, with accurate, itemized wage statements
7 showing all applicable hourly rates, and all gross and net wages earned (including correct hours
8 worked, correct wages for meal periods that were not provided in accordance with California law,
9 and correct wages for rest periods that were not authorized and permitted to take in accordance
10 with California law). As a result of these violations of California Labor Code § 226(a), the
11 Plaintiffs, the Class, and the Aggrieved Employees, or some of them, suffered injury because,
12 among other things:

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum, straight time, overtime, meal period premium, and rest period
15 premium wages, even though they were entitled;
- 16 (b) the violations led them to believe that they had been paid the minimum,
17 straight time, overtime, meal period premium, and rest period premium
18 wages, even though they had not been;
- 19 (c) the violations led them to believe that they were not entitled to be paid
20 minimum, straight time, overtime, meal period premium, and rest period
21 premium wages at the correct California rate even though they were entitled;
- 22 (d) the violations led them to believe that they had been paid minimum, straight
23 time, overtime, meal period premium, and rest period premium wages at the
24 correct California rate even though they had not been;
- 25 (e) the violations hindered them from determining the amounts of minimum,
26 straight time, overtime, meal period premium, and rest period premium
27 wages owed to them;
- 28 (f) in connection with their employment before and during this action, and in

1 connection with prosecuting this action, the violations caused them to have
2 to perform mathematical computations to determine the amounts of wages
3 owed to them, computations they would not have to make if the wage
4 statements contained the required accurate information;

5 (g) by understating the wages truly due to them, the violations caused them to
6 lose entitlement and/or accrual of the full amount of Social Security,
7 disability, unemployment, and other governmental benefits;

8 (h) the wage statements inaccurately understated the wages, hours, and wage
9 rates to which Plaintiffs, the Class, and the Aggrieved Employees, or some
10 of them, were entitled, and Plaintiffs, the Class, and the Aggrieved
11 Employees, or some of them, were paid less than the wages and wage rates
12 to which they were entitled.

13 Thus, Plaintiffs, the Class, and the Aggrieved Employees, or some of them, are owed the amounts
14 provided for in California Labor Code § 226(e).

15 24. Throughout the statutory period, Defendant has wrongfully required Plaintiffs, the
16 Class, and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct
17 discharge of their duties for Defendant. Plaintiffs, the Class, and the Aggrieved Employees, or
18 some of them, paid out-of-pocket for necessary employment-related expenses, including, without
19 limitation, work attire.

20 25. Plaintiffs, the Class, and the Aggrieved Employees, or some of them, incurred
21 substantial expenses as a direct result of performing their job duties for Defendant, but Defendant
22 failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for these
23 employment-related expenses.

24 26. Plaintiffs sent written requests through their counsel to Defendant for their
25 personnel file, pay records, wage statements, timekeeping records, and other employment-related
26 documents pursuant to Labor Code section 226 and 1198.5. However, Defendant failed to timely
27 produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

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CLASS ACTION ALLEGATIONS

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

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

29. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

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

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

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

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

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

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be 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.

1 33. There are common questions of law and fact as to the Class (and each subclass, if
2 any) that predominate over questions affecting only individual members, including without
3 limitation, whether, as alleged herein, Defendant has:

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to provide Class Members with timely final wages;
- 11 (e) Failed to provide Class Members with accurate wage statements;
- 12 (f) Failed to indemnify Class Members for expenditures;
- 13 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
14 result of their illegal conduct as described above.

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

- 17 (a) The questions of law and fact common to the Class predominate over any
18 question affecting only individual members;
- 19 (b) A class action is superior to any other available method for the fair and
20 efficient adjudication of the claims of the members of the Class;
- 21 (c) The members of the Class are so numerous that it is impractical to bring all
22 members of the class before the Court;
- 23 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
24 effective and economic legal redress unless the action is maintained as a
25 class action;
- 26 (e) There is a community of interest in obtaining appropriate legal and equitable
27 relief for the statutory violations, and in obtaining adequate compensation
28 for the damages and injuries for which Defendant is 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 Defendant; 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) Defendant has 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.

35. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendant's own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs 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 and Straight Time Wages for All Hours Worked)

36. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

1 37. “Hours worked” is the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 38. At all relevant times herein mentioned, Defendant, at times, knowingly failed to pay
5 to Plaintiffs, the Class, and the Aggrieved Employees, or some of them, compensation for all hours
6 they worked. By its failure to pay compensation for each hour worked as alleged above, Defendant
7 willfully violated the provisions of California Labor Code § 1194, and any additional applicable
8 Wage Orders, which require such compensation to non-exempt employees.

9 39. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to
10 recover minimum and straight time wages for all non-overtime hours worked for Defendant.

11 40. By and through the conduct described above, Plaintiffs, the Class, and the
12 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their
13 employment with Defendant.

14 41. By virtue of the Defendant’s unlawful failure to pay additional compensation to
15 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
16 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
17 damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved
18 Employees and which will be ascertained according to proof at trial.

19 42. By failing to keep adequate time records required by California Labor Code §
20 1174(d), Defendant has made it difficult to calculate the full extent of minimum wage
21 compensation due Plaintiffs, the Class, and the Aggrieved Employees.

22 43. Pursuant to California Labor Code § 1194.2, Plaintiffs, the Class, and the Aggrieved
23 Employees are entitled to recover liquidated damages (double damages) for Defendant’s failure to
24 pay minimum wages.

25 44. California Labor Code § 204 requires employers to provide employees with all
26 wages due and payable twice a month. Throughout the statute of limitations period applicable to
27 this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be paid
28 twice a month at rates required by law, including minimum and straight time wages. However,

Defendant failed and refused to pay Plaintiffs, the Class, , and the Aggrieved Employees or some of them, all such wages due and failed to pay those wages twice a month.

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

46. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

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

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

49. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees, or some of them, have at times worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendant.

50. At all times relevant hereto, Defendant failed to pay Plaintiffs, the Class, and the Aggrieved Employees, or some of them, overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

51. By virtue of Defendant's unlawful failure to pay additional premium rate compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the

jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

56. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs, the Class, and the Aggrieved Employees of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs, the Class, and the Aggrieved Employees' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

57. Despite these legal requirements, Defendant, at times, failed to provide Plaintiffs, the Class, and the Aggrieved Employees, or some of them, with both meal periods as required by California law. By its failure to permit and authorize Plaintiffs, the Class, and the Aggrieved

1 Employees, or some of them, to take all meal periods as alleged above (or due to the fact that
2 Defendant made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendant willfully violated the provisions of California Labor Code § 226.7 and the applicable
4 Wage Orders.

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

8 **FOURTH CAUSE OF ACTION**

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

10 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
11 1 through 35 in this Complaint.

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

21 61. Despite these legal requirements, Defendant at times failed to authorize Plaintiffs,
22 the Class, and the Aggrieved Employees, or some of them, to take rest breaks, regardless of whether
23 employees worked more than four hours in a workday. By their failure to permit and authorize
24 Plaintiffs, the Class, and the Aggrieved Employees to take rest periods as alleged above (or due to
25 the fact that Defendant made it impossible or impracticable to take these uninterrupted rest
26 periods), Defendant willfully violated the provisions of California Labor Code § 226.7 and the
27 applicable Wage Orders.

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62. Under California law, Plaintiffs, the Class, and the Aggrieved Employees 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 Pay Wages of Discharged Employees – Waiting Time Penalties)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

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

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

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

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

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68. The Class is entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

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

SIXTH CAUSE OF ACTION

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

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

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

72. Defendant has, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class, and the Aggrieved Employees, or some of them, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

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73. As a result of Defendant's violation of California Labor Code § 226(a), Plaintiffs, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

74. Specifically, Plaintiffs, the members of the Class, and the Aggrieved Employees have been injured by Defendant's intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

75. Calculation of the true wage entitlement for Plaintiffs, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendant's refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

76. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

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

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

79. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees, or some of them, were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendant.

80. Defendant violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs, the Class, and the Aggrieved Employees, or some of them, for necessary expenditures

1 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
2 directions of Defendant.

3 81. As a result, Plaintiffs, the Class, and the Aggrieved Employees were damaged at
4 least in the amounts of the expenses they paid, or which were deducted by Defendant from their
5 wages.

6 82. Plaintiffs, the Class, and the Aggrieved Employees are entitled to reasonable
7 attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest
8 pursuant to California Labor Code § 2802(b).

9 **EIGHTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Produce Requested Employment Records)**

11 83. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 35 in this Complaint.

13 84. Pursuant to California Labor Code § 226, current and former employees have the
14 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
15 request to their employer. Under this statute, an employer that receives a request to inspect or
16 receive a copy of records pertaining to a current or former employee must comply with the request
17 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

18 85. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
19 or his or her representative, has the right to inspect and receive a copy of the personnel records that
20 the employer maintains relating to the employee's performance or to any grievance concerning the
21 employee. Under this statute, upon written request from a current or former employee or his or her
22 representative, an employer must make the contents of those personnel records available for
23 inspection or provide a copy of the personnel records to the current or former employee, or his or
24 her representative, not later than thirty (30) calendar days from the date the employer receives the
25 written request, subject to some limited exceptions. Failure to comply with these requests allows
26 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
27 226(f).

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86. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees are current and former employees of Defendant.

87. Plaintiffs sent written requests through their counsel to Defendant for their payroll records, timecards, and personnel records.

88. Defendant violated California Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiffs.

89. On information and belief, Defendant's failure to provide Plaintiffs with their requested employment records is not an isolated incident but was instead consistent with Defendant's practice that applied to Plaintiffs, the Class, and the Aggrieved Employees, or some of them.

90. Pursuant to California Labor Code § 1198.5, Plaintiffs, the Class, and the Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendant, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

91. Pursuant to California Labor Code § 226, Plaintiffs, the Class, and the Aggrieved Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendant, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

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

92. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 35 in this Complaint.

93. Defendant is a "person" as defined under California Business & Professions Code § 17201.

94. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, Class members, Aggrieved Employees, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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1 95. Defendant's activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code §§ 17200, *et seq.*

4 96. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
5 predicated on the violation of any state or federal law. All of the acts described herein as violations
6 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
7 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
8 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
9 & Professions Code §§ 17200, *et seq.*

10 **Failure to Pay Minimum and Straight Time Wages**

11 97. Defendant's failure to pay minimum and straight time wages, and other benefits in
12 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
13 California Business & Professions Code §§ 17200, *et seq.*

14 **Failure to Pay Overtime Wages**

15 98. Defendant's failure to pay overtime compensation and other benefits in violation of
16 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
17 prohibited by California Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Provide Meal Periods**

19 99. Defendant's failure to provide meal periods in accordance with California Labor
20 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
21 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

23 100. Defendant's failure to authorize and permit rest periods in accordance with
24 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
25 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

26 **Failure to Indemnify Business Expenses**

27 101. Defendant's failure to reimburse expenses incurred in accordance with California
28 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by

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

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

6 103. Plaintiffs, the Class Members, and the Aggrieved Employees suffered monetary
7 injury as a direct result of Defendant's wrongful conduct.

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

15 105. Plaintiffs, individually, on behalf of members of the putative Class, and on behalf
16 of Aggrieved Employees, are further entitled to and do seek a declaration that the above-described
17 business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
18 Defendant from engaging in any of the above-described unfair, unlawful and/or fraudulent business
19 practices in the future.

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

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107. Plaintiffs also allege that if Defendant is not enjoined from the conduct set forth herein above, it will continue to avoid paying the appropriate taxes, insurance and other withholdings.

108. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs, putative Class Members, and Aggrieved Employees are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendant to pay all outstanding wages due to Plaintiffs, Class Members, and Aggrieved Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

109. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully set forth herein.

110. At all times herein mentioned, Defendant were subject to the Labor Code of the State of California and the applicable IWC Orders.

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

112. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant has violated against Plaintiffs and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. The Labor and Workforce Development

Agency has not indicated that it intends to investigate Defendant's Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

113. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendant. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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

PRAYER FOR RELIEF

Plaintiffs, individually, on behalf of all others similarly situated only with respect to the class claims, on behalf of the State of California, and on behalf of all similarly aggrieved employees, pray for relief and judgment against Defendant as follows:

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendant violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 7. For penalties, restitution, and liquidated damages pursuant to California Labor Code
3 § 1197.1;

4 8. For liquidated damages;

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

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

8 As to the Second Cause of Action

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

12 12. For unpaid wages at overtime wage rates as may be appropriate;

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

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

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

18 As to the Third Cause of Action

19 16. That the Court declare, adjudge, and decree that Defendant violated California
20 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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

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

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

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

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As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendant's employ;

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

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

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

As to the Sixth Cause of Action

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

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

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

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

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendant violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendant violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

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

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendant violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

48. For restitution of unpaid wages to Plaintiffs, all Class Members, and the Aggrieved Employees and prejudgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendant violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, failing to indemnify employees for expenditures, and failing to produce requested employment records;

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

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

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

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

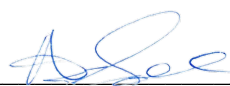
As to all Causes of Action

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

Respectfully submitted,

Dated: December 27, 2024

WILSHIRE LAW FIRM

By: 

John G. Yslas

Andrew Sandoval

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: December 27, 2024

WILSHIRE LAW FIRM

By: 

John G. Ysias

Andrew Sandoval

Attorneys for Plaintiffs