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

LEONEL RAMOS CEJA and SERGIO ADRIAN  
HERNANDEZ, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

SIERRA AVIATION GROUP, INC.; SIERRA  
AVIATION GROUP FRESNO; and DOES 1  
through 100, inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
01/20/2026  
David W. Slayton, Executive Officer / Clerk of Court  
By: R. Lozano Deputy

Case No. 25STCV33405

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

- 1) **Failure to Pay All Minimum Wages**  
(Labor Code §§ 1182.12, 1194,  
1194.2, 1197);
- 2) **Failure to Pay All Overtime Wages**  
(Labor Code §§ 204, 510, 1194 and  
1198);
- 3) **Meal Period Violations** (Labor Code  
§§ 226.7, 512, and 558);
- 4) **Rest Period Violations** (Labor Code  
§§ 226.7, 516, and 558);
- 5) **Wage Statement Violations** (Labor  
Code § 226 *et seq.*);
- 6) **Failure to Reimburse Employees for  
Necessary Business Expenses** (Labor  
Code §§ 2802 and 2804);
- 7) **Unfair Competition** (Bus. & Prof.  
Code § 17200 *et seq.*);
- 8) **Civil Penalties and Public Injunctive  
Relief under the Private Attorneys  
General Act** (Labor Code § 2698 *et  
seq.*); and

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**9) Violations of the LA Living Wage Ordinance**

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

1 Plaintiffs Leonel Ramos Ceja and Sergio Adrian Hernandez (“Plaintiffs”), individually and  
2 on behalf of all others similarly situated, hereby bring this First Amended Class and Representative  
3 Action Complaint (“Complaint”) against Defendants Sierra Aviation Group, Inc.; Sierra Aviation  
4 Group Fresno; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on information  
5 and belief allege as follows:

#### 6 **STATEMENT OF THE CASE**

7 1. This proposed class action, brought pursuant to California Code of Civil Procedure §  
8 382, seeks unpaid minimum and overtime wages, meal and rest period premium pay, health benefits,  
9 statutory penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiffs’  
10 action is brought under California Labor Code §§ 203.1, 204, 206, 210, 226, 226.3, 226.7, 510, 511,  
11 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2802, 2804, and  
12 2810.3, California Business & Professions Code §§ 17200 *et seq.*, and the Industrial Welfare  
13 Commission Wage Order No. 9 (“Wage Order 9”), and Section 10.37 of Article 11, Chapter 1,  
14 Division 10 of the Los Angeles Administrative Code (“LA Living Wage Ordinance”), in addition to  
15 seeking declaratory relief and restitution.

#### 16 **JURISDICTION AND VENUE**

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

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

#### 26 **PARTIES**

27 4. Plaintiff Leonel Ramos Ceja (“Mr. Ceja”) is an individual over the age of eighteen (18).  
28 At all relevant times herein, Mr. Ceja was, and currently is, a resident of California. Within the statute

1 of limitations periods applicable to each cause of action pled herein, Mr. Ceja was employed by  
2 Defendants as a non-exempt employee. Mr. Ceja was, and is, a victim of Defendants' policies and/or  
3 practices complained of herein, lost money and/or property, and has been deprived of the rights  
4 guaranteed to him by Labor Code §§ 203.1, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,  
5 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, Business & Professions Code § 17200 *et seq.*, and Wage  
6 Order 9, which sets employment standards for the transportation industry, and the LA Living Wage  
7 Ordinance.

8         5.       Plaintiff Sergio Adrian Hernandez ("Mr. Hernandez") is an individual over the age of  
9 eighteen (18). At all relevant times herein, Mr. Hernandez was, and currently is, a resident of  
10 California. Within the statute of limitations periods applicable to each cause of action pled herein, Mr.  
11 Hernandez was employed by Defendants as a non-exempt employee. Mr. Hernandez was, and is, a  
12 victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and  
13 has been deprived of the rights guaranteed to him by Labor Code §§ 203.1, 204, 226 *et seq.*, 226.7,  
14 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, Business &  
15 Professions Code § 17200 *et seq.*, and Wage Order 9, which sets employment standards for the  
16 transportation industry, and the LA Living Wage Ordinance.

17         6.       Plaintiffs are informed and believe, and based thereon allege, that during the time  
18 period relevant to this action, Defendants did (and do) business by providing various aviation services  
19 at John Wayne/Orange County Airport (SNA), Los Angeles International Airport (LAX), Ontario  
20 International Airport (ONT), Palm Springs International Airport (PSP), and Fresno Yosemite  
21 International Airport (FAT).

22         7.       Plaintiffs are informed and believe, and based thereon allege, that at all times  
23 mentioned herein, Defendants were licensed to do business in California and were the employers of  
24 Plaintiffs and of the members of the Classes (as defined below).

25         8.       Plaintiffs does not know the true names, capacities, relationships, and/or the extent of  
26 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.  
27 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.  
28 Plaintiffs pray for leave to amend this Complaint when their true names and capacities are known.

1 Plaintiffs are informed and believe, and based thereon allege, that each fictitiously named Defendant  
2 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful  
3 conduct that subjected Plaintiffs and the Classes, as defined below, to the illegal employment practices,  
4 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be  
5 deemed to include all DOE Defendants.

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

13 10. At all times mentioned herein, Defendants, and each of them, were members of and  
14 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope  
15 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege  
16 that all Defendants were joint employers for all purposes of Plaintiffs and the Classes (as defined  
17 below).

### 18 **GENERAL FACTUAL ALLEGATIONS**

19 11. Defendants did (and do) business by providing various aviation services at John  
20 Wayne/Orange County Airport (SNA), Los Angeles International Airport (LAX), Ontario  
21 International Airport (ONT), Palm Springs International Airport (PSP), and Fresno Yosemite  
22 International Airport (FAT). Mr. Ceja has worked for Defendants in the non-exempt position of  
23 “Cabin Cleaner” (or other similarly titled position) from approximately July 2025 through the present.  
24 Mr. Ceja’s primary job duties include cleaning and maintaining airplanes (after passengers and the  
25 flight crew exit the airplane). Mr. Hernandez has worked for Defendants in the non-exempt position  
26 of “Cabin Cleaner” (or other similarly titled position) from approximately July 2024 through the  
27 present. Mr. Ceja and Mr. Hernandez’s primary job duties include cleaning and maintaining airplanes  
28 (after passengers and the flight crew exit the airplane).

1           12. Defendants' practices and policies deprived Plaintiffs and other non-exempt employees  
2 of timely minimum and overtime wages. Defendants' managers and supervisors regularly  
3 communicate with Plaintiffs and other non-exempt employees in an 86-member company group chat  
4 on WhatsApp when they were off-the-clock, in violation of the Labor Code, Wage Order 9, and  
5 Section 25, Subdivision (2) of Section 10.37.2(a) of Article 11, Chapter 1, Division 10 of the Los  
6 Angeles Administrative Code. Plaintiffs and other non-exempt employees regularly have/had their  
7 paychecks "bounce" due to Defendants' insufficient funds. As such, Defendants paid Plaintiffs and  
8 other non-exempt employees in the regular course of employment wages or fringe benefits, or both,  
9 by check, draft or voucher, which check, draft or voucher was subsequently refused payment because  
10 Defendants had insufficient funds in the account upon which the instrument was drawn at the time of  
11 its presentation, in violation of Labor Code § 203.1. On occasions when Plaintiffs and other non-  
12 exempt employees were not timely provided with all wages to which they were entitled, Defendants  
13 failed to pay Plaintiffs and other non-exempt employees the penalties set forth in Labor Code §§ 203.1,  
14 204, and 210 and the LA Living Wage Ordinance.

15           13. Beginning on July 1, 2025, Defendants failed to pay Plaintiffs and other non-exempt  
16 employees at least \$7.65 an hour for health benefits (health coverage, dental, vision, mental health,  
17 and disability income), in violation of Section 26, Subsection (a) of Section 10.37.3 of Article 11,  
18 Chapter 1, Division 10 of the Los Angeles Administrative Code. When Defendants' hourly health  
19 benefit payment was less than that required under the Living Wage Ordinance, Defendants failed to  
20 pay the difference to Plaintiffs and other non-exempt employees as an additional hourly wage.

21           14. Defendants failed to provide Plaintiffs and other non-exempt employees with all legally  
22 compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late  
23 (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.  
24 For example, due to Defendants' policies, Plaintiffs and other non-exempt employees' meal periods  
25 were occasionally restricted to the worksite. As such, Defendants failed to relinquish control over how  
26 Plaintiffs and other non-exempt employees spent their meal periods. On occasions when Plaintiffs and  
27 other non-exempt employees were not provided with all lawful meal periods to which they were  
28 entitled, Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of

1 premium pay at the regular rate of pay for each workday in which a meal period violation occurred,  
2 as required by Labor Code § 226.7.

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

15 16. Defendants also required Plaintiffs and other non-exempt employees to provide their  
16 own supplies necessary to perform their job duties without reimbursing them for these necessary  
17 business expenses. Specifically, Defendants required Plaintiffs and other non-exempt employees to  
18 use their personal cell phones to communicate with supervisors about their work duties. Despite  
19 requiring Plaintiffs and other non-exempt employees to use their personal cellular phones for work  
20 purposes, Defendants only reimbursed employees \$5 per pay period, or approximately \$10 per month,  
21 in violation of Labor Code § 2802(a) ("An employer shall indemnify his or her employee for all  
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of  
23 his or her duties."); *see also Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014)  
24 (holding employer must reimburse use of personal cell phone, even where employee already has  
25 "unlimited" plan). With most cellular plans costing more than \$100 per month, \$10 per month cannot  
26 cover a reasonable portion of the total expense incurred.

27 17. As a result of Defendants' failure to timely pay minimum and overtime wages and meal  
28 and rest period premium wages owed, Defendants also maintained inaccurate payroll records and

1 issued inaccurate wage statements to Plaintiffs and other non-exempt employees.

2 **CLASS ACTION ALLEGATIONS**

3 18. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following  
4 Classes pursuant to Code of Civil Procedure § 382:

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

6 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
7 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
8 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number  
9 greater than one hundred (100) individuals. The identity of such membership is readily ascertainable  
10 via inspection of Defendants' employment records.

11 20. **Common Questions of Law and Fact Predominate/Well Defined Community of**  
12 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated  
13 non-exempt employees, which predominate over questions affecting only individual members  
14 including, without limitation to:

- 15 a. Whether Defendants paid all minimum wages owed for all hours worked to members of  
16 the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197  
17 and the LA Living Wage Ordinance;
  - 18 b. Whether Defendants failed to pay members of the Health Benefits Class all required  
19 health benefits (health coverage, dental, vision, mental health, and disability income), in  
20 violation of Section 26, Subsection (a) of Section 10.37.3 of Article 11, Chapter 1,  
21 Division 10 of the Los Angeles Administrative Code;
  - 22 c. Whether Defendants violated the applicable Labor Code provisions, including, but not  
23 limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform  
24 overtime work and not paying for said work in accordance with the overtime laws of the  
25 State of California and the LA Living Wage Ordinance;
  - 26 d. Whether Defendants' timekeeping policies/practices resulted in the failure to properly  
27 compensate members of the Minimum Wage Class and/or Overtime Class;
- 28

- 1 e. Whether Defendants paid members of the Minimum Wage Class and/or Overtime Class  
2 in the regular course of employment wages or fringe benefits, or both, by check, draft or  
3 voucher, which check, draft or voucher was subsequently refused payment because  
4 Defendants had insufficient funds in the account upon which the instrument was drawn at  
5 the time of its presentation, in violation of Labor Code § 203.1 and the LA Living Wage  
6 Ordinance;
- 7 f. Whether Defendants provided all legally compliant meal periods to members of the Meal  
8 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 9 g. Whether Defendants authorized and permitted all lawful rest periods to members of the  
10 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 11 h. Whether Defendants correctly paid meal and/or rest period premium payments for non-  
12 compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
- 13 i. Whether Defendants failed to reimburse members of the Reimbursement Class for all  
14 necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
- 15 j. Whether Defendants furnished legally compliant wage statements to members of the  
16 Wage Statement Class pursuant to Labor Code § 226.

17 21. **Predominance of Common Questions:** Common questions of law and fact  
18 predominate over questions that affect only individual members of the Classes. The common questions  
19 of law set forth above are numerous and substantial and stem from Defendants' policies and/or  
20 practices applicable to each individual class member, such as Defendants' uniform wage  
21 policies/practices, timeclock policies/practices, meal and rest period policies/practices, and  
22 reimbursement policies/practices. As such, common questions predominate over individual questions  
23 concerning each individual class member's showing as to their eligibility for recovery or as to the  
24 amount of their damages.

25 22. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs  
26 were employed by Defendants as non-exempt employees in California during the statute(s) of  
27 limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiffs,  
28 like the members of the Classes, were deprived of all minimum and overtime wages owed, were not

1 provided all required meal periods, were not authorized and permitted to take all required rest periods,  
2 did not receive meal and rest period premium wages at their regular rate of pay for missed or non-  
3 compliant meal and rest periods, did not receive all health benefits required by the LA Living Wage  
4 Ordinance, were not reimbursed for all necessary business expenses, and were not provided with  
5 accurate, itemized wage statements.

6       23.     **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps  
7 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs’  
8 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and  
9 Plaintiffs. Plaintiffs’ attorneys have prosecuted numerous wage-and-hour class actions in the past and  
10 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

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

1 other class members not parties to adjudications or which would substantially impair or impede the  
2 ability of the class members to protect their interests. Further, the claims of the individual members of  
3 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the  
4 concomitant costs and expenses attending thereto. As such, the Classes identified herein are  
5 maintainable as a Class under Code of Civil Procedure § 382.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY ALL MINIMUM WAGES**

8 **(AGAINST ALL DEFENDANTS)**

9 25. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

10 26. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right  
11 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor  
12 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum  
13 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees  
14 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest  
15 accrued thereon.

16 27. At all relevant times herein, Defendants failed to conform their pay practices to the  
17 requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all  
18 hours worked including, but not limited to, all hours they were subject to the control of Defendants  
19 and/or suffered or permitted to work under the California Labor Code and Wage Order 9.

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

25 29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,  
26 Plaintiffs and the Minimum Wage Class have sustained economic damages including, but not limited  
27 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover  
28 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'

1 violations of the California Labor Code and Wage Order 9.

2 30. The foregoing practices and policies are unlawful and create an entitlement to recovery  
3 by Plaintiffs and the members of the Minimum Wage Class and Health Benefits Class in a civil action  
4 for the unpaid amount of minimum wages and health benefits (or compensation in lieu thereof) owing,  
5 including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs  
6 of suit according to California Labor Code §§ 203.1, 204, 558, 1194, 1197, and 1198, Wage Order 9,  
7 LA Living Wage Ordinance, and Code of Civil Procedure § 1021.5.

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

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(AGAINST ALL DEFENDANTS)**

20 32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

25 34. At all times relevant herein, Defendants were required to properly compensate non-  
26 exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours  
27 worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an  
28 employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for

1 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.  
2 Defendants caused Plaintiffs to work overtime hours but did not compensate Plaintiffs or members of  
3 the Overtime Class with one and one-half times their regular rate of pay for such hours.

4 35. The foregoing policies and practices are unlawful and create an entitlement to recovery  
5 by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount of overtime  
6 premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit  
7 according to California Labor Code §§ 203.1, 204, 210, 216, 510, 1194, and 1198; and Code of Civil  
8 Procedure § 1021.5.

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

### 18 **THIRD CAUSE OF ACTION**

#### 19 **MEAL PERIOD VIOLATIONS**

#### 20 **(AGAINST ALL DEFENDANTS)**

21 37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

22 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in  
23 their affirmative obligation to provide all of their non-exempt employees in California, including  
24 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance  
25 with the mandates of the California Labor Code and Wage Order 9, § 11. Despite Defendants'  
26 violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal  
27 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,  
28 210, 226.7, and 512.

39. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 9, including interest thereon, statutory penalties, civil penalties, and costs of suit.

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

**FOURTH CAUSE OF ACTION**  
**REST PERIOD VIOLATIONS**  
**(AGAINST ALL DEFENDANTS**

41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

42. Wage Order 9, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

43. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

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

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants, through their conduct described herein, have committed an “intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty

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

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

46. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES**  
3 **(AGAINST ALL DEFENDANTS)**

4 50. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 51. At all relevant times herein, Defendants were subject to Labor Code § 2802, which  
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses  
7 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her  
8 obedience to the directions of the employer.”

9 52. At all times relevant herein, Defendants were subject to Labor Code § 2804, which  
10 states that “any contract or agreement, express or implied, made by any employee to waive the benefits  
11 of this article or any part thereof, is null and void, and this article shall not deprive any employee or  
12 his personal representative of any right or remedy to which he is entitled under the laws of this State.”

13 53. As alleged herein, due to Defendants’ unlawful reimbursement practices, Defendants  
14 failed to indemnify Plaintiffs and the members of the Reimbursement Class for all necessary business  
15 expenses incurred, including, among other things, personal cell phone usage.

16 54. As a proximate result of Defendants’ policies and/or practices in violation of Labor  
17 Code §§ 2802, 2804, and Wage Order 9, Plaintiffs and members of the Reimbursement Class are  
18 entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown  
19 according to proof at trial, pursuant to Labor Code § 2802.

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

23 55. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

24 56. Defendants have engaged and continue to engage in unfair and/or unlawful business  
25 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst  
26 other things, failing to pay Plaintiffs and the Classes all minimum and overtime wages owed; failing  
27 to pay all required meal and rest period premium wages owed; failing to reimburse for all necessary  
28 business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage

1 statements.

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

7 58. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged  
8 herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seeks full restitution of  
9 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or  
10 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

11 59. The acts complained of herein occurred within the last four years immediately  
12 preceding the filing this action.

13 60. Plaintiffs were compelled to retain the services of counsel to file this court action to  
14 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of  
15 Defendants' current non-exempt employees, and to enforce important rights affecting the public  
16 interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they  
17 are entitled to recover under Code of Civil Procedure § 1021.5.

18 **EIGHTH CAUSE OF ACTION**

19 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**  
20 **ATTORNEYS GENERAL ACT**  
21 **(AGAINST ALL DEFENDANTS)**

22 61. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

23 62. Defendants have committed several Labor Code violations against Plaintiffs, members  
24 of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning  
25 of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring  
26 this representative action against Defendants to recover the civil penalties due to Plaintiffs, the  
27 members of the Classes, other aggrieved employees, and the State of California according to proof  
28 pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each

1 initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful  
2 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%  
3 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee  
6 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation  
7 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial  
8 violation and \$200 for each subsequent violation per employee per pay period for those violations of  
9 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code  
10 violations:

- 11 a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage  
12 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,  
13 1194.2, 1197, and 1198;
- 14 b. Failing to pay all earned overtime compensation to Plaintiffs, the Overtime Class, and  
15 other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 16 c. Failing to provide all legally required meal periods, and failure to pay meal period  
17 premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at  
18 the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and  
19 1198;
- 20 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest  
21 period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved  
22 employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516,  
23 558, and 1198;
- 24 e. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees  
25 with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 26 f. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice  
27 during each calendar month in violation of Labor Code § 204; and  
28

1 g. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved  
2 employees in violation of Labor Code §§ 558, 1174, and 1198.

3 63. On November 13, 2025, Mr. Ceja notified Defendants via certified mail, and notified  
4 the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’  
5 violations of the California Labor Code and his intent to bring a claim for civil penalties under  
6 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code  
7 identified in this PAGA Cause of Action. Now that sixty-five days have passed from Mr. Ceja initially  
8 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that  
9 it intends to investigate the violations, Plaintiffs have exhausted the administrative requirements for  
10 bringing a claim under the Private Attorneys General Act with respect to these violations.<sup>1</sup>

11 64. Based on the foregoing, Plaintiffs seeks to represent themselves and all Aggrieved  
12 Employees, as defined by Labor Code § 2699(c).

13 65. Plaintiffs were compelled to retain the services of counsel to file this court action to  
14 protect their interests and the interests of other aggrieved employees, and to assess and collect the civil  
15 penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which they  
16 are entitled to receive under California Labor Code § 2699(g).

17 **NINTH CAUSE OF ACTION**

18 **VIOLATIONS OF THE LA LIVING WAGE ORDINANCE**

19 **(AGAINST ALL DEFENDANTS)**

20 66. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 67. Defendants’ practices and policies deprived Plaintiffs and other non-exempt employees  
22 of all minimum and overtime wages. Defendants’ managers and supervisors regularly communicated  
23 with Plaintiffs and other non-exempt employees in an 86-member company group chat on WhatsApp  
24 when they were off-the-clock, in violation of Section 25, Subdivision (2) of Section 10.37.2(a) of Article  
25 11, Chapter 1, Division 10 of the Los Angeles Administrative Code. Given Defendants’ managers and  
26 supervisors’ conduct, this violation is willful. Furthermore, Plaintiffs and other non-exempt employees  
27 regularly have/had their paychecks “bounce” due to Defendants’ insufficient funds. As such,

28 <sup>1</sup> Mr. Ceja’s November 13, 2025 PAGA Notice was supplemented on November 22, 2025 and January 15, 2026.

1 Defendants have caused Plaintiffs and other non-exempt employees to not receive their minimum  
2 wages on time, in violation of Section 25, Subdivision (2) of Section 10.37.2(a) of Article 11, Chapter 1,  
3 Division 10 of the Los Angeles Administrative Code. Given the number of times Plaintiffs and other  
4 non-exempt employees did not receive their minimum wages on time, this violation is willful.

5 68. Beginning on July 1, 2025, Defendants failed to pay Plaintiffs and other non-exempt  
6 employees at least \$7.65 an hour for health benefits (health coverage, dental, vision, mental health,  
7 and disability income), in violation of Section 26, Subsection (a) of Section 10.37.3 of Article 11,  
8 Chapter 1, Division 10 of the Los Angeles Administrative Code. When Defendants' hourly health  
9 benefit payment was less than that required under the Living Wage Ordinance, Defendants failed to  
10 pay the difference to Plaintiffs and other non-exempt employees as an additional hourly wage.

11 69. Pursuant to Section 27 Subsection (a) of Section 10.37.6 of Article 11, Chapter 1, Division  
12 10 of the Los Angeles Administrative Code, Plaintiffs, individually and on behalf of all others similarly  
13 situated (including members of the Minimum Wage Class and Health Benefits Class), seek the  
14 following relief against Defendants: (a) all minimum wages required by the LA Living Wage  
15 Ordinance, including back pay for each day during which the violation occurred; (b) all health benefits  
16 required pursuant to the LA Living Wage Ordinance, *i.e.*, the differential between the wage required  
17 by the LA Living Wage Ordinance without health benefits and such wage with health benefits, less  
18 amounts paid, if any, toward health benefits; and treble damages.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiffs pray for judgment for themselves and for all others on whose behalf  
21 this suit is brought against Defendants, as follows:

- 22 1. For an order certifying the proposed Classes;
- 23 2. For an order appointing Plaintiffs as representatives of the Classes;
- 24 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 25 4. For compensatory damages;
- 26 5. For such general, economic, and/or special damages;
- 27 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 28 7. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §

1 487m and the LA Living Wage Ordinance;

2 8. For statutory penalties to the extent permitted by law, including pursuant to the Labor  
3 Code, Wage Order 9, and the LA Living Wage Ordinance;

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

16 10. For public injunctive relief pursuant to Labor Code §§ 2698 *et seq.*;

17 11. For all statutory damages pursuant to the LA Living Wage Ordinance, including but  
18 not limited to unpaid wages, health benefits, and treble damages;

19 12. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor  
20 Code § 1194 and Code of Civil Procedure § 1021.5;

21 13. For restitution to Plaintiffs and Class Members of all money and property unlawfully  
22 acquired by Defendants through unfair or unlawful business practices pursuant to Business and  
23 Professions Code §§ 17200 *et seq.*;

24 14. For an order requiring Defendants to restore and disgorge all funds to each employee  
25 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent  
26 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

27 15. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6  
28 and Civil Code §§ 3287 and 3289;

1           16.     A declaratory judgment that the practices complained of herein are unlawful under  
2 California law; and

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

4  
5 Dated: January 20, 2026

Respectfully submitted,  
MANAHAN O'DELL LLP / HAINES LAW GROUP,  
6 APC

7  
8 By: Shaheen Anthony Etemadi

Shaheen Anthony Etemadi  
9 Attorneys for Plaintiffs

10  
11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

13 Dated: January 20, 2026

Respectfully submitted,  
MANAHAN O'DELL LLP / HAINES LAW GROUP,  
14 APC

15  
16 By: Shaheen Anthony Etemadi

Shaheen Anthony Etemadi  
17 Attorneys for Plaintiffs  
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