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

ANGELICA MENDOZA and HEIDI BIBIANO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

JDC FOOD SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,
Defendants.

Case No.: 30-2023-01330193-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];

5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2698, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Angelica Mendoza (“Plaintiff Mendoza”) and Plaintiff Heidi Bibiano (“Plaintiff
2 Bibiano”) (collectively, “Plaintiffs”), based upon facts that either have evidentiary support or are
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

19 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
20 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiffs, the State of California, and past and present employees of Defendants (hereinafter
22 referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Orange County. As such, and based upon
25 all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff Mendoza is a California resident that worked for Defendants in the County of Orange, State of California, as a shift leader in Orange County from approximately 2019 to June 29, 2022.

9. Plaintiff Bibiano is an individual who resides in California and was employed by Defendants as an hourly, non-exempt employee during the statutory period.

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. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that JDC Food Services, Inc. is:

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

12. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages

1 suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set
2 forth the true names and capacities of these Defendants when they have been ascertained,
3 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,
6 and/or injured a significant number of the Plaintiffs and the Class in the State of California.

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

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

21 15. Plaintiffs are California residents who worked for Defendants in the County of
22 Orange, State of California, as employees during the statutory period. During the statutory
23 period, Defendants classified Plaintiffs as non-exempt from California's overtime requirements,
24 and paid Plaintiffs an hourly wage.

25 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
27 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
28 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all

1 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
2 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
3 working for Defendants was typical and illustrative.

4 17. Throughout the statutory period, Defendants maintained a policy and practice of
5 not paying Plaintiffs and the Class for all hours worked, including all overtime wages.
6 Throughout the statutory period, Plaintiffs and the Class were required to work "off the clock"
7 and uncompensated. For example, Plaintiff Mendoza and the Class were sometimes required to
8 open the store and make coffee prior to clocking into work, uncompensated. Plaintiff Mendoza
9 and the Class were also required to sometimes wait to clock into work (and when returning from
10 meal breaks) at a register because it was sometimes being used to assist customers, off the clock
11 and uncompensated. Also, sometimes there were issues with clocking into work, leading to
12 uncompensated time. Also, Plaintiff Mendoza and the Class were required to work after clocking
13 out of work, such as to count their register and stock supplies, uncompensated.

14 18. Throughout the statutory period, Defendants have wrongfully failed to provide
15 Plaintiffs and the Class with legally compliant meal periods. Defendants sometimes, but not
16 always, required Plaintiffs and the Class to work in excess of five consecutive hours a day
17 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five
18 hours of work, or without compensating Plaintiffs and the Class for meal periods that were not
19 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
20 adequately inform Plaintiffs and the Class of their right to take a meal period by the end of the
21 fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
22 Defendants also failed to accurately record meal periods. Accordingly, Defendants' policy and
23 practice was to not provide meal periods to Plaintiffs and the Class in compliance with California
24 law.

25 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiffs and the Class to take timely and duty-free rest periods. Defendants
27 sometimes, but not always, required Plaintiffs and the Class to work in excess of four
28 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,

1 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four
2 hours), or without compensating Plaintiffs and the Class for rest periods that were not authorized
3 or permitted. Defendants also did not adequately inform Plaintiffs and the Class of their right to
4 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
5 or authorizing rest periods for Plaintiffs and the Class, nor did Defendants have adequate policies
6 or practices regarding the timing of rest periods. Defendants also did not have adequate policies
7 or practices to verify whether Plaintiffs and the Class were taking their required rest periods.
8 Further, Defendants did not maintain accurate records of employee work periods, and therefore
9 Defendants cannot demonstrate that Plaintiffs and the Class took rest periods during the middle
10 of each work period. Accordingly, Defendants' policy and practice was to not authorize and
11 permit Plaintiffs and the Class to take rest periods in compliance with California law.

12 20. Throughout the statutory period, Defendants failed to provide proper cool-down
13 periods to employees. The kitchen area in the worksite was excessively hot and did not have
14 proper ventilation or effective climate control given the climate issues caused by the grill and fry
15 cook area. Temperatures would soar above 100 degrees. The only areas with proper air
16 conditioning and ventilation are the guest areas. Employee areas are excessively hot and caused
17 Plaintiff Bibiano, the Class, and the Aggrieved Employees to suffer and sweat profusely under
18 the conditions. Title 8 of the California Code of Regulations covers standards for indoor heat
19 exposure. Section 3203 requires that employers take the steps necessary to protect employees'
20 health and safety when the temperature exceeds 85 degrees in the workplace. Labor Code 226.7
21 requires that breaks comply with the requirements of the wage orders. Those employees who
22 worked in the kitchen worked under extreme heat with no cooling or ventilation. Defendants did
23 not give employees cool-down periods. Employers who fail to provide required recovery periods
24 are liable for damages under Labor Code 226.7

25 21. Throughout the statutory period, Defendants failed to provide Plaintiff Bibiano,
26 the Class, and the Aggrieved Employees with suitable seating during their employment as
27 required by section 14(a) and (b) of the applicable Wage Order. When Plaintiff Bibiano, the
28 Class, and the Aggrieved Employees worked at the cash register, including at the drive-thru

1 window, they were not provided with seating despite that the job could be successfully and
2 efficiently completed while seated. Seating was also not provided within reasonable proximity so
3 that employees could sit when it did not interfere with their work. Accordingly, Plaintiffs, on
4 behalf of themselves, the Class, and the Aggrieved Employees, will pursue civil penalties under
5 Labor Code §2698 et seq., and all available remedies to the extent allowed by law for the alleged
6 violations.

7 22. Throughout the statutory period, Defendants failed to provide safe working
8 conditions because Defendants' workplaces would get unsafely hot in the kitchen and food
9 preparation area. Many Class Members and Aggrieved Employees are required to work with the
10 flames of the grill and fry area with insufficient air circulation, ventilation or cooling mechanism.
11 Defendants do not have proper climate control. Plaintiff Bibiano and her coworkers worked in
12 unbearable heat. In addition to climate control issues, Defendants failed to take safety measures
13 required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful to
14 employ employee in conditions prohibited by the wage order. By violating the wage order,
15 Defendants are liable for civil penalties pursuant to §2698 *et. seq.*

16 23. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
17 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
18 reimbursement. Plaintiffs and the Class were required to use their personal cellular telephones for
19 work purposes (such as to take photographs of soda machines, or to make calls when the soda
20 machine was broken), and purchased face masks, and occasionally purchased cleaning items,
21 without reimbursement.

22 24. Throughout the statutory period, Defendants willfully failed and refused to timely
23 pay Plaintiffs and the Class at the conclusion of their employment all wages for all minimum
24 wages, overtime wages, meal period premium wages, and rest period premium wages.

25 25. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
26 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
27 and net wages earned (including correct hours worked, correct wages earned for hours worked,
28 correct overtime hours worked, correct wages for meal periods that were not provided in

1 accordance with California law, correct wages for rest periods that were not authorized and
2 permitted to take in accordance with California law, and Defendant's address). Further, the wage
3 statements do not show Defendant's address as required by California law. As a result of these
4 violations of California Labor Code § 226(a), the Plaintiffs and the Class suffered injury because,
5 among other things:

- 6 (a) the violations led them to believe that they were not entitled to be paid
7 minimum wages, overtime wages, meal period premium wages, and rest
8 period premium wages to which they were entitled, even though they were
9 entitled;
- 10 (b) the violations led them to believe that they had been paid the minimum,
11 overtime, meal period premium, and rest period premium wages, even
12 though they had not been;
- 13 (c) the violations led them to believe they were not entitled to be paid
14 minimum, overtime, meal period premium, and rest period premium wages
15 at the correct California rate even though they were;
- 16 (d) the violations led them to believe they had been paid minimum, overtime,
17 meal period premium, and rest period premium wages at the correct
18 California rate even though they had not been;
- 19 (e) the violations hindered them from determining the amounts of minimum,
20 overtime, meal period premium, and rest period premium owed to them;
- 21 (f) in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have
23 to perform mathematical computations to determine the amounts of wages
24 owed to them, computations they would not have to make if the wage
25 statements contained the required accurate information;
- 26 (g) by understating the wages truly due them, the violations caused them to
27 lose entitlement and/or accrual of the full amount of Social Security,
28 disability, unemployment, and other governmental benefits;

1 (h) the wage statements inaccurately understated the wages, hours, and wages
2 rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the
3 Class were paid less than the wages and wage rates to which they were
4 entitled.

5 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code §
6 226(e), including actual damages.

7 **CLASS ACTION ALLEGATIONS**

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

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

13 28. The proposed Class consists of and is defined as:

14 All persons who worked for any Defendants in California as an hourly, non-
15 exempt employee at any time during the period beginning four years before the
16 filing of the initial complaint in this action and ending when notice to the Class
is sent.

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

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

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

22 (a) Numerosity: The members of the Class (and each subclass, if any) are so
23 numerous that joinder of all members would be unfeasible and impractical.
24 The membership of the entire Class is unknown to Plaintiffs at this time,
25 however, the Class is estimated to be greater than 100 individuals and the
26 identity of such membership is readily ascertainable by inspection of
27 Defendants' records.
28

- 1 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
2 protect the interests of each Class Member with whom there is a shared,
3 well-defined community of interest, and Plaintiffs' claims (or defenses, if
4 any) are typical of all Class Members' claims as demonstrated herein.
- 5 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
6 protect the interests of each Class Member with whom there is a shared,
7 well-defined community of interest and typicality of claims, as
8 demonstrated herein. Plaintiffs have no conflicts with or interests
9 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
10 counsel, are versed in the rules governing class action discovery,
11 certification, and settlement. Plaintiffs have incurred, and throughout the
12 duration of this action, will continue to incur costs and attorneys' fees that
13 have been, are, and will be necessarily expended for the prosecution of this
14 action for the substantial benefit of each class member.
- 15 (d) Superiority: A Class Action is superior to other available methods for the
16 fair and efficient adjudication of the controversy, including consideration
17 of:
- 18 1) The interests of the members of the Class in individually
 - 19 controlling the prosecution or defense of separate actions;
 - 20 2) The extent and nature of any litigation concerning the controversy
 - 21 already commenced by or against members of the Class;
 - 22 3) The desirability or undesirability of concentrating the litigation of
 - 23 the claims in the particular forum; and
 - 24 4) The difficulties likely to be encountered in the management of a
 - 25 class action.
- 26 (e) Public Policy Considerations: The public policy of the State of California
27 is to resolve the California Labor Code claims of many employees through
28 a class action. Indeed, current employees are often afraid to assert their

1 rights out of fear of direct or indirect retaliation. Former employees are
2 also fearful of bringing actions because they believe their former
3 employers might damage their future endeavors through negative
4 references and/or other means. Class actions provide the class members
5 who are not named in the complaint with a type of anonymity that allows
6 for the vindication of their rights at the same time as their privacy is
7 protected.

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

- 11 (a) Failed to pay Class Members for all hours worked, including minimum
12 wages, and overtime wages;
- 13 (b) Failed to provide meal periods and pay meal period premium wages to
14 Class Members;
- 15 (c) Failed to authorize and permit rest periods and pay rest period premium
16 wages to Class Members;
- 17 (d) Failed to promptly pay all wages due to Class Members upon their
18 discharge or resignation;
- 19 (e) Failed to maintain accurate records of all hours Class Members worked,
20 and all meal periods Class Members took or missed;
- 21 (f) Failed to reimburse Class Members for all necessary business expenses;
22 and
- 23 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
24 result of their illegal conduct as described above.

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

- 27 (a) The questions of law and fact common to the Class predominate over any
28 question affecting only individual members;

- 1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the members of the Class;
- 3 (c) The members of the Class are so numerous that it is impractical to bring all
4 members of the class before the Court;
- 5 (d) Plaintiff, and the other members of the Class, will not be able to obtain
6 effective and economic legal redress unless the action is maintained as a
7 class action;
- 8 (e) There is a community of interest in obtaining appropriate legal and
9 equitable relief for the statutory violations, and in obtaining adequate
10 compensation for the damages and injuries for which Defendants are
11 responsible in an amount sufficient to adequately compensate the members
12 of the Class for the injuries sustained;
- 13 (f) Without class certification, the prosecution of separate actions by
14 individual members of the class would create a risk of:
- 15 1) Inconsistent or varying adjudications with respect to individual
16 members of the Class which would establish incompatible standards
17 of conduct for Defendants; and/or
- 18 2) Adjudications with respect to the individual members which would,
19 as a practical matter, be dispositive of the interests of other
20 members not parties to the adjudications, or would substantially
21 impair or impede their ability to protect their interests, including but
22 not limited to the potential for exhausting the funds available from
23 those parties who are, or may be, responsible Defendants; and,
- 24 (g) Defendants have acted or refused to act on grounds generally applicable to
25 the Class, thereby making final injunctive relief appropriate with respect to
26 the class as a whole.

27 34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
28 the Class that would set forth the subject and nature of the instant action. The Defendants' own

1 business records may be utilized for assistance in the preparation and issuance of the
2 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
3 contemplate the use of additional techniques and forms commonly used in class actions, such as
4 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
5 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

6 **FIRST CAUSE OF ACTION**

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

8 35. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
9 1 through 25 in this Second Amended Complaint.

10 36. “Hours worked” is the time during which an employee is subject to the control of
11 an employer, and includes all the time the employee is suffered or permitted to work, whether or
12 not required to do so.

13 37. At all relevant times herein mentioned, Defendants knowingly failed to pay to
14 Plaintiffs, the Class, and the Aggrieved Employees compensation for all hours they worked. By
15 their failure to pay compensation for each hour worked as alleged above, Defendants willfully
16 violated the provisions of Section 1194 of the California Labor Code, and any additional
17 applicable Wage Orders, which require such compensation to non-exempt employees.

18 38. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to
19 recover minimum wages for all non-overtime hours worked for Defendants.

20 39. By and through the conduct described above, Plaintiffs, the Class, and the
21 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
22 their employment with Defendants.

23 40. By virtue of the Defendants’ unlawful failure to pay additional compensation to
24 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
25 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
26 damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved
27 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
28 ascertained according to proof at trial.

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

42. Pursuant to California Labor Code section 1194.2, Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

44. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum 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)

45. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Second Amended Complaint.

46. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) 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.

47. 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 Industrial Welfare Commission is unlawful.

48. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees

1 have worked more than eight hours in a workday, as employees of Defendants.

2 49. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the
3 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
4 maximum hours permissible by law as required by California Labor Code § 510 and 1198.
5 Plaintiffs, the Class, and the Aggrieved Employees are regularly required to work overtime
6 hours.

7 50. By virtue of Defendants' unlawful failure to pay additional premium rate
8 compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours
9 worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to
10 suffer, damages in amounts which are presently unknown to them but which exceed the
11 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

12 51. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of overtime compensation due to
14 Plaintiffs, the Class, and the Aggrieved Employees.

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

19 53. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. The Wage Orders also provide that every employer shall
21 pay to each employee, on the established payday for the period involved, overtime wages for all
22 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class,
23 and the Aggrieved Employees with all compensation due, in violation of California Labor Code §
24 204.

25 **THIRD CAUSE OF ACTION**

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

27 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
28 1 through 25 in this Second Amended Complaint.

1 55. Under California law, Defendants have an affirmative obligation to relieve the
2 Plaintiffs, the Class, and the Aggrieved Employees of all duty in order to take their first daily
3 meal periods no later than the start of Plaintiffs, the Class, and the Aggrieved Employees' sixth
4 hour of work in a workday, and to take their second meal periods no later than the start of the
5 eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11
6 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least
7 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California
8 Labor Code for an employer to require any employee to work during any meal period mandated
9 under any Wage Order.

10 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs,
11 the Class, and the Aggrieved Employees with both meal periods as required by California law.
12 By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to
13 take all meal periods as alleged above (or due to the fact that Defendants made it impossible or
14 impracticable to take these uninterrupted meal periods), Defendants willfully violated the
15 provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

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

19 **FOURTH CAUSE OF ACTION**

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

21 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
22 1 through 25 in this Second Amended Complaint.

23 59. Defendants are required by California law to authorize and permit breaks of 10
24 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
25 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
26 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
27 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
28 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so

1 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
2 the California Labor Code for an employer to require any employee to work during any rest
3 period mandated under any Wage Order.

4 60. Despite these legal requirements, Defendants failed to authorize Plaintiffs, the
5 Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees
6 worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiffs, the
7 Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that
8 Defendants made it impossible or impracticable to take these uninterrupted rest periods),
9 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
10 the applicable Wage Orders.

11 61. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are
12 entitled to be paid one hour of premium wages rate for each workday he or she was not provided
13 with all required rest break(s), plus interest thereon.

14 **FIFTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

16 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
17 1 through 25 in this Second Amended Complaint.

18 63. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
19 failing to pay and indemnify the Plaintiffs, the Class, and the Aggrieved Employees for their
20 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
21 or of their obedience to directions of Defendants.

22 64. As a result, Plaintiffs, the Class, and the Aggrieved Employees were damaged at
23 least in the amounts of the expenses they paid, or which were deducted by Defendants from their
24 wages.

25 65. Plaintiffs, the class the aggrieved employees they represent, are entitled to
26 attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest
27 pursuant to Labor Code section 2802(b).
28

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 25 in this Second Amended Complaint.

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

12 68. Within the applicable statute of limitations, the employment of Plaintiffs and
13 many other members of the Class ended, i.e., was terminated by quitting or discharge, and the
14 employment of others will be. However, during the relevant time period, Defendants failed, and
15 continue to fail to pay terminated Class Members, without abatement, all wages required to be
16 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
17 seventy-two (72) hours of their leaving Defendants' employ.

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

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

26 71. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from
27 Defendants their additionally accruing wages for each day they were not paid, at their regular
28 hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

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

SEVENTH CAUSE OF ACTION

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

73. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Second Amended Complaint.

74. 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.

75. Defendants have 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, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

76. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs, and the Class have suffered injury and damage to their statutorily-protected rights.

77. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' 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).

78. 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 Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

79. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

80. 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).

EIGHTH CAUSE OF ACTION

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

81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Second Amended Complaint.

82. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, 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.

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

85. A violation of California Business & Professions Code §§ 17200, *et seq.* may be

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

6 **Failure to Pay Minimum Wages**

7 86. Defendants' failure to pay minimum wages, and other benefits in violation of the
8 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
9 Business & Professions Code §§ 17200, *et seq.*

10 **Failure to Pay Overtime Wages**

11 87. Defendants' failure to pay overtime compensation and other benefits in violation
12 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
13 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

15 88. Defendants' failure to maintain accurate records of all hours worked in accordance
16 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
17 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Provide Meal Periods**

19 89. Defendants' 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 90. Defendants' 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 Necessary Business Expenses**

27 91. Defendants' failure to indemnify employees for necessary business expenses in
28 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,

1 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
2 17200, *et seq.*

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

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

7 93. By and through their unfair, unlawful and/or fraudulent business practices
8 described herein, the Defendants, have obtained valuable property, money and services from
9 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
10 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

11 94. Plaintiffs, the Class Members, and the Aggrieved Employees suffered monetary
12 injury as a direct result of Defendants' wrongful conduct.

13 95. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
14 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
15 Defendants have wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved
16 Employees have been deprived, by means of the above-described unfair, unlawful and/or
17 fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not
18 obligated to establish individual knowledge of the wrongful practices of Defendants in order to
19 recover restitution.

20 96. Plaintiffs, individually, and on behalf of members of the putative class, are further
21 entitled to and do seek a declaration that the above described business practices are unfair,
22 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
23 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
24 practices in the future.

25 97. Plaintiffs, individually, and on behalf of members of the putative class, have no
26 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
27 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
28 practices. As a result of the unfair, unlawful and/or fraudulent business practices described

1 above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and
2 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
3 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

4 98. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
5 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
6 withholdings.

7 99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
8 and putative Class Members are entitled to restitution of the wages withheld and retained by
9 Defendants during a period that commences four years prior to the filing of this complaint; a
10 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
11 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
12 1021.5 and other applicable laws; and an award of costs.

13 **NINTH CAUSE OF ACTION**

14 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 15 **2004, Cal. Lab. Code § 2698 et seq.)**

16 100. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
17 1 through 25 in this Second Amended Complaint.

18 101. At all times herein mentioned, Defendants were subject to the Labor Code of the
19 State of California and the applicable Industrial Welfare Commission Orders.

20 102. California Labor Code § 2699(a) specifically provides for a private right of action
21 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
22 law, any provision of this code that provides for a civil penalty to be assessed and collected by
23 the Labor and Workforce Development Agency or any of its departments, divisions,
24 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
25 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
26 herself and other current or former employees pursuant to the procedures specified in Section
27 2699.3."
28

1 103. Plaintiff Mendoza has exhausted her administrative remedies pursuant to
2 California Labor Code § 2699.3. On May 26, 2023, Plaintiff Mendoza gave written notice by
3 online filing to the Labor and Workforce Development Agency and by certified mail to
4 Defendants of the specific provisions of the Labor Code that Defendants have violated against
5 Plaintiff Mendoza and current and former aggrieved employees, including the facts and theories
6 to support the violations (See attached as Exhibit A). Plaintiff Mendoza's PAGA case number is
7 No. LWDA-CM-957871-23. At the time of this filing, 65 days have elapsed since Plaintiff
8 Mendoza provided notice, but the Labor and Workforce Development Agency has not indicated
9 that it intends to investigate Defendants' Labor Code violations discussed in the notice.
10 Accordingly, Plaintiff Mendoza may commence a civil action to recover penalties under Labor
11 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this
12 Complaint. These penalties include, but are not limited to, penalties under California Labor
13 Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

14 104. Plaintiff Bibiano has exhausted her administrative remedies pursuant to California
15 Labor Code § 2699.3. On November 3, 2023, Plaintiff Bibiano gave written notice by online
16 filing to the Labor and Workforce Development Agency and by certified mail to Defendants of
17 the specific provisions of the Labor Code that Defendants have violated against Plaintiff Bibiano
18 and current and former aggrieved employees, including the facts and theories to support the
19 violations (See attached as Exhibit B). Plaintiff Bibiano's PAGA case number is No. LWDA-
20 CM-991768-23. At the time of this filing, 65 days have elapsed since Plaintiff Bibiano provided
21 notice, but the Labor and Workforce Development Agency has not indicated that it intends to
22 investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff
23 Bibiano may commence a civil action to recover penalties under Labor Code § 2699 pursuant to
24 § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
25 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1,
26 and 2699(f)(2).

27 105. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
28 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,

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

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

23 107. Based on the conduct described in this Second Amended Complaint, Plaintiffs are
24 entitled to an award of civil penalties on behalf of themselves, the State of California, and
25 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in
26 all, is in an amount to be shown according to proof at trial. These penalties are in addition to all
27 other remedies permitted by law.
28

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

4 **PRAYER FOR RELIEF**

5 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
6 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
7 follows:

8 Class Certification

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

13 As to the First Cause of Action

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

24 As to the Second Cause of Action

- 25 10. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
27 overtime wages due;
28 11. For general unpaid wages at overtime wage rates as may be appropriate;

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

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

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

6 As to the Third Cause of Action

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

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

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

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

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

15 As to the Fourth Cause of Action

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

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

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

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

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

24 As to the Fifth Cause of Action

25 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
26 2802 and the IWC Wage Orders;

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

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

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

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

5 As to the Sixth Cause of Action

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

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

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

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

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

15 As to the Seventh Cause of Action

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

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

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

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

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

24 As to the Eighth Cause of Action

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

maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements;

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

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

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

As to all Causes of Action

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

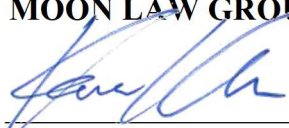
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1 Dated: September 17, 2024

MOON LAW GROUP, PC

2
3 By: 

4 Kane Moon
5 H. Scott Leviant
6 Sandy Pham

7 Attorneys for Plaintiff, ANGELICA MENDOZA

8 Dated: September 17, 2024

KOUL LAW FIRM

9 By: /s/ Nazo Koulloukian

10 Nazo Koulloukian
11 Hilary Silvia

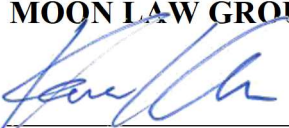
12 Attorneys for Plaintiff, HEIDI BIBIANO

13 **DEMAND FOR JURY TRIAL**

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

15
16 Dated: September 17, 2024

MOON LAW GROUP, PC

17 By: 

18 Kane Moon
19 H. Scott Leviant
20 Sandy Pham

21 Attorneys for Plaintiff, ANGELICA MENDOZA

22 Dated: September 17, 2024

KOUL LAW FIRM

23 By: /s/ Nazo Koulloukian

24 Nazo Koulloukian
25 Hilary Silvia

26 Attorneys for Plaintiff, HEIDI BIBIANO

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **October 2, 2024**, I served the foregoing document described as:

8 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

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

11 Ian B. Wieland, Esq.
12 David G. Litman, Esq.
13 Tristan Matthews
14 Mehgan Ferreira
15 **SAGASER, WATKINS & WIELAND, PC**
16 5260 North Palm Avenue, Suite 400
17 Fresno, California 93704
18 Telephone: (559) 421-7000
19 Facsimile: (559) 473-1483
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22 Email: tristan@sw2law.com
23 Email: mehgan@sw2law.com
24 ***Attorneys for Defendant, JDC FOOD SERVICES, INC.***

25 Nazo Koulloukian, Esq.
26 Hilary Silvia, Esq.
27 **KOUL LAW FIRM**
28 A Professional Law Corporation
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E-mail: hilary@koullaw.com
Attorneys for Plaintiff, HEIDI BIBIANO

29 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
30 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
31 firm’s practice of collection and processing correspondence for mailing. Under that
32 practice it would be deposited with U.S. postal service on that same day with postage

thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 2, 2024**, at Los Angeles, California.

Jill Eaton

Name

/s/ Jill Eaton

Signature