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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DALETTE OTT and LOIRA SANCHEZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

COOPER INTERCONNECT, INC., a
corporation; EATON CORPORATION, a
corporation; POWER DISTRIBUTION
INC., a corporation, JOSLYN SUNBANK
COMPANY, LLC, a limited liability
corporation, SURE POWER, INC., a
corporation, EATON AEROSPACE LLC,
a limited liability corporation, COOPER
BUSSMAN, LLC, a limited liability
corporation, a corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 2:23-cv-4501

*[Removed from Ventura County
Superior Court, Case No.
2023CUOE008132]*

*[Assigned to Hon. Sherilyn Peace
Garnett, Ctrm. 5C]*

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

1. Failure to Pay Minimum, Prevailing, and Reporting Time, Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime and/or Doubletime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);

7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Keep Requisite Payroll Records (Cal. Lab. Code § 1174(d))
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et. seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs DALETTE OTT and LORIA SANCHEZ (“Plaintiffs”), based upon
2 facts that either have evidentiary support or are likely to have evidentiary support
3 after a reasonable opportunity for further investigation and discovery, alleges as
4 follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants COOPER
7 INTERCONNECT, INC., EATON CORPORATION, POWER DISTRIBUTION
8 INC., JOSLYN SUNBANK COMPANY, LLC, SURE POWER, INC., EATON
9 AEROSPACE LLC, COOPER BUSSMAN, LLC, and DOES 1 through 10
10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
11 violations and unfair business practices stemming from Defendants’ failure to pay
12 for all hours worked (minimum, prevailing, straight time, overtime, and double time
13 wages), failure to pay overtime and/or doubletime, break premiums, and sick pay at
14 the regular rate of pay, failure to provide meal periods, failure to authorize and permit
15 rest periods, failure to timely pay final wages, failure to furnish accurate wage
16 statements, and failure to indemnify employees for expenditures.

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

24 3. Plaintiffs bring the Tenth Cause of Action as a representative action under
25 the California Private Attorneys General Act (“PAGA”) to recover civil penalties
26 that are owed to Plaintiffs, the State of California, and past and present non-exempt
27 employees by Defendants in the State of California during the statute of limitations
28 period for Plaintiffs PAGA claim (hereinafter referred to as the “Aggrieved

Employees”).

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

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

- (a) Failing to pay employees for all hours worked, including all minimum, prevailing, straight time, overtime, and doubletime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to pay employees at the regular rate of pay for purposes of overtime and doubletime, break premiums, and sick pay;
- (c) Engaging in time rounding;
- (d) Failing to pay reporting time pay;
- (e) Failing to provide rest days;
- (f) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour’s pay for each workday a meal period violation occurred;
- (g) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour’s pay for each workday a rest period violation occurred;
- (h) Willfully failing to pay employees all minimum, straight time,

overtime, doubletime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;

(i) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,

(j) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

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

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 employers of Plaintiffs, the Class, and the Aggrieved Employees. 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 DALETTE OTT is a California resident who worked for Defendants in Ventura County, California as a non-exempt employee from approximately April 2018 to July 2021.

9. Plaintiff LOIRA SANCHEZ is a California resident who worked for Defendants in Ventura County, California as a non-exempt employee from approximately May 2015 to March 2023.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant

1 to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and
2 other applicable law.

3 **B. Defendants**

4 11. Plaintiffs are informed and believe, and based upon that information and
5 belief alleges, that Defendants COOPER INTERCONNECT, INC., EATON
6 CORPORATION, POWER DISTRIBUTION INC., JOSLYN SUNBANK
7 COMPANY, LLC, SURE POWER, INC., EATON AEROSPACE LLC, COOPER
8 BUSSMAN, LLC, are, and at all times herein mentioned, were:

- 9 (a) Business entities qualified to do business and actually conducting
10 business in numerous counties throughout the State of California,
11 including Ventura County; and,
12 (b) The former employers of Plaintiffs and the current and/or former
13 employers of the putative Class and Aggrieved Employees
14 because Defendant COOPER INTERCONNECT, INC., EATON
15 CORPORATION, POWER DISTRIBUTION INC., JOSLYN
16 SUNBANK COMPANY, LLC, SURE POWER, INC., EATON
17 AEROSPACE LLC, COOPER BUSSMAN, LLC, suffered and
18 permitted Plaintiffs, the Class, and the Aggrieved Employees to
19 work, and/or controlled their wages, hours, or working
20 conditions.

21 12. Plaintiffs do not know the true names or capacities of the persons or
22 entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by
23 such fictitious names. Each of the Doe Defendants was in some manner legally
24 responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved
25 Employees as alleged herein. Plaintiffs will amend this complaint to set forth the
26 true names and capacities of these Defendants when they have been ascertained,
27 together with appropriate charging allegations, as may be necessary.

28 13. At all times mentioned herein, the Defendants named as Does 1-10,

1 inclusive, and each of them, were residents of, doing business in, availed themselves
2 of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class,
3 and the Aggrieved Employees in the State of California.

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

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

20 15. During Plaintiffs' employment for Defendants, Defendants paid
21 Plaintiffs an hourly wage and classified Plaintiffs as non-exempt from overtime.
22 Defendants typically scheduled Plaintiffs to work five days in a workweek, with
23 Plaintiffs working overtime.

24 16. Throughout Plaintiffs' employment, Defendants failed to pay for all
25 hours worked (including minimum, prevailing, straight time, reporting time,
26 overtime, and doubletime wages), failed to provide Plaintiffs with legally compliant
27 meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
28 timely pay all final wages to Plaintiffs when Defendants terminated their

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

4 17. Throughout the statutory period, Defendants maintained a policy and
5 practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all
6 hours worked, including minimum, straight time, overtime, and doubletime wages.
7 Defendants required Plaintiffs, the Class, and the Aggrieved Employees to work "off-
8 the-clock," uncompensated, by, for example, requiring Plaintiffs, the Class, and the
9 Aggrieved Employees to perform work before clocking in for the workday and
10 during meal and/or rest periods (including requiring Plaintiffs, the Class, and the
11 Aggrieved Employees to be available by phone or email during meal and/or rest
12 periods). Some of this unpaid work should have been paid at the overtime or
13 doubletime rate. Additionally, because Defendants had an insufficient number of
14 time clocks for employees to clock in and required employees to undergo COVID
15 screening protocols, Plaintiffs, the Class, and the Aggrieved Employees had to wait
16 off-the-clock and uncompensated while subject to the control of Defendants. Further,
17 Defendants engaged in time rounding, which resulted in uncompensated time and
18 unpaid minimum, prevailing, straight time, overtime and/or doubletime wages.
19 Finally, Defendants required employees to work more than six days in a workweek
20 and failed to provide the opportunity to take at least one day of rest. In failing to pay
21 for all hours worked, Defendants also failed to maintain accurate records of the hours
22 Plaintiffs, the Class, and the Aggrieved Employees worked.

23 18. Throughout the statutory period, Defendants wrongfully failed to
24 provide Plaintiffs, the Class, and the Aggrieved Employees with their legally
25 mandated 30-minute, uninterrupted, and duty-free meal periods. Defendants
26 regularly, but not always, required Plaintiffs, the Class, and the Aggrieved
27 Employees to work in excess of five consecutive hours a day without providing a 30-
28 minute, uninterrupted, and duty-free meal period for every five hours of work, or

1 without compensating Plaintiffs, the Class, and the Aggrieved Employees for meal
2 periods that were not provided by the end of the fifth hour of work or tenth hour of
3 work. Instead, Defendants continued to assert control over Plaintiffs, the Class, and
4 the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
5 work tasks that could not be completed without working in lieu of taking mandatory
6 meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
7 permission to take a meal period. Accordingly, Defendants' policy and practice was
8 not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in
9 compliance with California law.

10 19. Throughout the statutory period, Defendants have wrongfully failed to
11 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take
12 legally compliant rest periods. Defendants regularly required Plaintiffs, the Class,
13 and the Aggrieved Employees to work in excess of four consecutive hours a day
14 without Defendants authorizing and permitting them to take a 10-minute,
15 uninterrupted, duty-free rest period for every four hours of work (or major fraction
16 of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved
17 Employees for rest periods that were not authorized or permitted. Instead,
18 Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved
19 Employees by requiring, pressuring, or encouraging them to perform work tasks
20 which could not be completed without working in lieu of taking mandatory rest
21 periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission
22 to take a rest period. Defendants also required Plaintiffs, the Class, and Aggrieved
23 Employees to stay on the premises for rest periods. Accordingly, Defendants' policy
24 and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved
25 Employees to take rest periods in compliance with California law.

26 20. Throughout the statutory period, Defendants willfully failed and refused
27 to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due
28 at their termination of employment. In addition, Plaintiffs' final paychecks did not

1 include payment for all expenditures, minimum wages, straight time wages, overtime
2 and doubletime wages, meal period premium wages, and rest period premium wages
3 owed to them by Defendants at the conclusion of their employment. On information
4 and belief, Defendants' failure to timely pay Plaintiffs' final wages when their
5 employment terminated was not a single, isolated incident, but was instead consistent
6 with Defendants' policy and practice that applied to Plaintiffs, the Class, and the
7 Aggrieved Employees.

8 21. Throughout the statutory period, Defendants failed to furnish Plaintiffs,
9 the Class, and the Aggrieved Employees with accurate, itemized wage statements
10 showing all applicable hourly rates, and all gross and net wages earned (including
11 correct hours worked, total hours worked, correct rates of pay, correct wages for meal
12 periods that were not provided in accordance with California law, and correct wages
13 for rest periods that were not authorized and permitted to take in accordance with
14 California law). As a result of these violations of California Labor Code § 226(a),
15 the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because,
16 among other things:

- 17 (a) the violations led them to believe that they were not entitled to be
18 paid minimum, straight time, reporting time, overtime,
19 doubletime, meal period premium, and rest period premium
20 wages, even though they were entitled;
- 21 (b) the violations led them to believe that they had been paid the
22 minimum, straight time, reporting time, overtime, doubletime,
23 meal period premium, and rest period premium wages, even
24 though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid
26 minimum, straight time, reporting time, overtime, doubletime,
27 meal period premium, and rest period premium wages at the
28 correct California rate even though they were entitled;

- (d) the violations led them to believe they had been paid minimum, straight time, reporting time, overtime, doubletime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, reporting time, overtime, doubletime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

22. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred

1 in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the
2 Aggrieved Employees regularly paid out-of-pocket for necessary employment-
3 related expenses, including but not limited to personal cell phone usage, work attire,
4 safety equipment, mileage, and supplies and/or tools required for their work.

5 23. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial
6 expenses as a direct result of performing their job duties for Defendants, but
7 Defendants failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees
8 for these employment-related expenses.

9 **CLASS ACTION ALLEGATIONS**

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

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

15 26. The proposed Class consists of and is defined as:

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

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

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

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

25 (a) Numerosity: The members of the Class (and each subclass, if
26 any) are so numerous that joinder of all members would be

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

1 unfeasible and impractical. The membership of the entire Class
2 is unknown to Plaintiffs at this time; however, the Class is
3 estimated to be greater than forty (40) individuals and the identity
4 of such membership is readily ascertainable by inspection of
5 Defendants' records.

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

11 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and
12 adequately protect the interests of each Class Member with whom
13 there is a shared, well-defined community of interest and
14 typicality of claims, as demonstrated herein. Plaintiffs have no
15 conflicts with or interests antagonistic to any Class Member.
16 Plaintiffs' attorneys, the proposed class counsel, are versed in the
17 rules governing class action discovery, certification, and
18 settlement. Plaintiffs have incurred, and throughout the duration
19 of this action, will continue to incur costs and attorneys' fees that
20 have been, are, and will be necessarily expended for the
21 prosecution of this action for the substantial benefit of each class
22 member.

23 (d) Superiority: A Class Action is superior to other available
24 methods for the fair and efficient adjudication of the controversy,
25 including consideration of:

- 26 1) The interests of the members of the Class in individually
27 controlling the prosecution or defense of separate actions;
28 2) The extent and nature of any litigation concerning the

controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

- (a) Failed to pay Class Members for all hours worked, including minimum, prevailing, straight time, overtime, and doubletime wages;
- (b) Failed to pay Class Members overtime and doubletime, break premiums, and sick pay at the regular rate of pay;
- (c) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to indemnify Class Members for expenditures;
- (h) Failed to keep complete and accurate payroll records; and,
- (i) Violated California Business & Professions Code §§ 17200 *et seq.* as a result of their illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum, Prevailing, Reporting Time, and Straight Time Wages for All Hours Worked)

33. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

34. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their

1 failure to pay compensation for each hour worked as alleged above, Defendants
2 willfully violated the provisions of California Labor Code § 1194, and any additional
3 applicable Wage Orders, which require such compensation to non-exempt
4 employees.

5 36. Accordingly, Plaintiffs and the Class are entitled to recover minimum,
6 prevailing, and/or straight time wages for all non-overtime hours worked for
7 Defendants.

8 37. By and through the conduct described above, Plaintiffs and the Class
9 have been deprived of their rights to be paid wages earned by virtue of their
10 employment with Defendants.

11 38. By virtue of the Defendants' unlawful failure to pay additional
12 compensation to Plaintiffs and the Class for their non-overtime hours worked without
13 pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in
14 amounts which are presently unknown to Plaintiffs and the Class and which will be
15 ascertained according to proof at trial.

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

19 40. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are
20 entitled to recover liquidated damages (double damages) for Defendants' failure to
21 pay minimum wages.

22 41. California Labor Code § 204 requires employers to provide employees
23 with all wages due and payable twice a month. Throughout the statute of limitations
24 period applicable to this cause of action, Plaintiffs and the Class were entitled to be
25 paid twice a month at rates required by law, including minimum and straight time
26 wages. However, during all such times, Defendants systematically failed and refused
27 to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice
28 a month.

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime and/or Doubletime Wages)

43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

46. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime and/or doubletime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

48. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime and/or doubletime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the

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

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

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

52. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

during any meal period mandated under any Wage Order.

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

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

FOURTH CAUSE OF ACTION

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

56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

58. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs

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

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

8 **FIFTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Wages of Discharged Employees –**
10 **Waiting Time Penalties)**

11 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein
12 paragraphs 1 through 23 in this Complaint.

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

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

27 63. Defendants' failure to pay those Class members who are no longer
28 employed by Defendants their wages earned and unpaid at the time of discharge, or

1 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of
2 California Labor Code §§ 201 and 202.

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

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

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

14 **SIXTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Provide and** 16 **Maintain Accurate and Compliant Wage Records)**

17 67. Plaintiffs incorporate by reference and re-allege as if fully stated herein
18 paragraphs 1 through 23 in this Complaint.

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

1 and address of the legal entity that is the employer, and (9) all applicable hourly rates
2 in effect during the pay period and the corresponding number of hours worked at
3 each hourly rate by the employee.

4 69. Defendants have intentionally and willfully failed to provide employees
5 with complete and accurate wage statements. The deficiencies include, among other
6 things, the failure to correctly identify the gross wages earned by Plaintiffs and the
7 Class, the failure to list the true “total hours worked by the employee,” and the failure
8 to list the true net wages earned.

9 70. As a result of Defendants’ violation of California Labor Code § 226(a),
10 Plaintiffs and the Class have suffered injury and damage to their statutorily protected
11 rights.

12 71. Specifically, Plaintiffs and the members of the Class have been injured
13 by Defendants’ intentional violation of California Labor Code § 226(a) because they
14 were denied both their legal right to receive, and their protected interest in receiving,
15 accurate, itemized wage statements under California Labor Code § 226(a).

16 72. Calculation of the true wage entitlement for Plaintiffs and the Class is
17 difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the
18 Class were also injured as a result of having to bring this action to attempt to obtain
19 correct wage information following Defendants’ refusal to comply with many of the
20 mandates of California’s Labor Code and related laws and regulations.

21 73. Plaintiffs and the Class are entitled to recover from Defendants the
22 greater of their actual damages caused by Defendants’ failure to comply with
23 California Labor Code § 226(a).

24 74. Plaintiffs and the Class are also entitled to injunctive relief, as well as
25 an award of attorney’s fees and costs to ensure compliance with this section, pursuant
26 to California Labor Code § 226(h).

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SEVENTH CAUSE OF ACTION

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

75. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

76. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

77. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

78. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

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

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Keep Requisite Payroll Records)

80. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

81. California Labor Code § 1174(d) requires that all payroll records showing an employees' daily hours worked and the wages paid to them be kept and preserved.

82. Defendants have intentionally and willfully violated California Labor Code § 1174(d) by failing to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Class.

83. As a result of Defendants' violation of California Labor Code § 1174(d), Plaintiff and the Class have suffered injury and damage.

NINTH CAUSE OF ACTION

(Against All Defendants for Violation of California

Business & Professions Code §§ 17200, *et seq.*)

84. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

85. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

86. 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.

87. 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.*

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

Failure to Pay Minimum and Straight Time Wages

89. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

90. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful

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

3 **Failure to Provide Meal Periods**

4 91. Defendants' failure to provide meal periods in accordance with
5 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged
6 above, constitutes unlawful and/or unfair activity prohibited by California Business
7 & Professions Code §§ 17200, *et seq.*

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

9 92. Defendants' failure to authorize and permit rest periods in accordance
10 with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above,
11 constitutes unlawful and/or unfair activity prohibited by Business and Professions
12 Code §§ 17200, *et seq.*

13 **Failure to Indemnify Business Expenses**

14 93. Defendants' failure to reimburse expenses incurred in accordance with
15 California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair
16 activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

17 94. By and through their unfair, unlawful and/or fraudulent business
18 practices described herein, the Defendants, have obtained valuable property, money
19 and services from Plaintiffs, and all persons similarly situated, and have deprived
20 Plaintiffs, and all persons similarly situated, of valuable rights and benefits
21 guaranteed by law, all to their detriment.

22 95. Plaintiffs and the Class Members suffered monetary injury as a direct
23 result of Defendants' wrongful conduct.

24 96. Plaintiffs, individually, and on behalf of members of the putative Class,
25 is entitled to, and does, seek such relief as may be necessary to disgorge money
26 and/or property which the Defendants have wrongfully acquired, or of which
27 Plaintiffs and the Class have been deprived, by means of the above-described unfair,
28 unlawful and/or fraudulent business practices. Plaintiffs and the Class are not

1 obligated to establish individual knowledge of the wrongful practices of Defendants
2 in order to recover restitution.

3 97. Plaintiffs, individually, and on behalf of members of the putative class,
4 is further entitled to and does seek a declaration that the above-described business
5 practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
6 Defendants, and each of them, from engaging in any of the above-described unfair,
7 unlawful and/or fraudulent business practices in the future.

8 98. Plaintiffs, individually, and on behalf of members of the putative class,
9 has no plain, speedy, and/or adequate remedy at law to redress the injuries which the
10 Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or
11 fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent
12 business practices described above, Plaintiffs, individually, and on behalf of
13 members of the putative Class, have suffered and will continue to suffer irreparable
14 harm unless the Defendants, and each of them, are restrained from continuing to
15 engage in said unfair, unlawful and/or fraudulent business practices.

16 99. Plaintiffs also allege that if Defendants are not enjoined from the
17 conduct set forth herein above, they will continue to avoid paying the appropriate
18 taxes, insurance and other withholdings.

19 100. Pursuant to California Business & Professions Code §§ 17200, *et seq.*,
20 Plaintiffs and putative Class Members are entitled to restitution of the wages
21 withheld and retained by Defendants during a period that commences four years and
22 178 days prior to the filing of this complaint; a permanent injunction requiring
23 Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an
24 award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
25 other applicable laws; and an award of costs.

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TENTH CAUSE OF ACTION

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

101. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

104. Plaintiff Loira Sanchez has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. Plaintiff Loira Sanchez gave written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants violated against her and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Loira Sanchez also paid the filing fee.

105. The LWDA has not indicated that it intends to investigate Defendant’s Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§

201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2800, 2802, 2804, and any applicable Industrial Wage Orders.

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

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

PRAYER FOR RELIEF

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

Class Certification

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

As to the First Cause of Action

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

1 from the date such amounts were due;

2 7. For liquidated damages;

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

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

7 As to the Second Cause of Action

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

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

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

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

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

18 As to the Third Cause of Action

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

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

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

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

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

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As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

31. For all actual damages, according to proof;

32. For injunctive relief to ensure compliance with this section, pursuant to

California Labor Code § 226(h);

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

1 to California Code of Civil Procedure § 1021.5;

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

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

6 As to the Ninth Cause of Action

7 46. That the Court declare, adjudge and decree that Defendants violated the
8 California Labor Code by failing to pay wages for all hours worked (including
9 minimum, prevailing, straight time, overtime, and doubletime wages), failing to pay
10 the regular rate of pay for purposes of overtime, break premiums, and sick pay,
11 failing to provide meal periods and pay the correct amount of meal period premium
12 wages, failing to authorize and permit rest periods and pay the correct amount of rest
13 period premium wages, failing to pay all final wages to terminated employees, failing
14 to furnish accurate wage statements, failing to keep accurate payroll records, and
15 failing to reimburse employees for all necessary business expenses.

16 47. For all actual, consequential, and incidental losses and damages,
17 according to proof;

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

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

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

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As to all Causes of Action

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

Respectfully submitted,

Dated: November 8, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

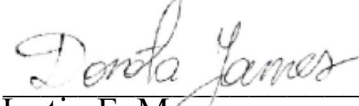
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: November 8, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

Attorneys for Plaintiffs