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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

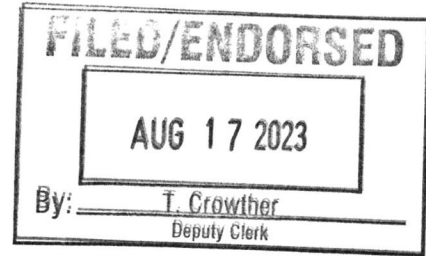
11 GERALD BLYTHE RAYFORD, individually,
and on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 ABLELIGHT, INC., a Wisconsin corporation;
15 BETHESDA LUTERAN COMMUNITIES
AUXILIARY, a California corporation; and
16 DOES 1 through 10, inclusive,

17 Defendants
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Case No.: 23CV001488

**FIRST 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 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7 and 512];
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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DEMAND FOR JURY TRIAL 29

1 Plaintiff Gerald Blythe Rayford ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants AbleLight, Inc., Bethesda Lutheran
6 Communities Auxiliary, and Does 1 through 10 (collectively referred to as "Defendants") for
7 California Labor Code violations and unfair business practices stemming from Defendants'
8 failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
10 and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify
11 necessary business expenses, and failure to furnish accurate wage statements.

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

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present hourly-paid, non-exempt employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter 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 Sacramento County. As such, and based
25 upon all the facts and circumstances incident to Defendants' business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission ("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 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 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 Plaintiff, 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. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in the County of Sacramento, State of California, as a caregiver from approximately May 2021 to May 27, 2022.

9. Plaintiff reserves 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

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Ablelight, Inc. is:

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

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Bethesda Lutheran Communities Auxiliary is:

- (a) A California corporation with its principal place of business in Sacramento, California.
- (b) A business entity conducting business in numerous counties throughout the

1 State of California, including in Sacramento County;

2 (c) The former employer of Plaintiff, and the current and/or former employer
3 of the putative Class and/or Aggrieved Employees. Defendants suffered
4 and permitted Plaintiff, the Class, and the Aggrieved Employees to work,
5 and/or controlled their wages, hours, or working conditions; and

6 (d) At all times mentioned herein, Defendants are and were the joint employers
7 of Plaintiff, the Class, and the Aggrieved Employees .

8 12. Plaintiff does not currently know the true names or capacities of the persons or
9 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
10 names. Each of the Doe Defendants was in some manner legally responsible for the damages
11 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
12 amend this complaint to set forth the true names and capacities of these Defendants when they
13 have been ascertained, together with appropriate charging allegations, as may be necessary.

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

18 14. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
19 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, the
20 Class, and the Aggrieved Employees, and exercised control over their wages, hours, and working
21 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
22 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
23 shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or predecessor in
24 interest of some or all of the other Defendants, and was engaged with some or all of the other
25 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
26 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
27 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
28 within the scope of the relationships alleged above, that each Defendant knew or should have

1 known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the
2 conduct of all other Defendants.

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

4 15. Plaintiff is a California resident who worked for Defendants in the County of
5 Sacramento, within the State of California, as a unit supervisor during the statutory period.
6 During the statutory period, Defendants misclassified Plaintiff as an independent contractor, and
7 exempt from California's overtime requirements. However, Plaintiff, the Class, and the
8 Aggrieved Employees should have been classified as non-exempt employees.

9 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
10 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
11 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
12 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
13 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
14 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
15 Defendants was typical and illustrative.

16 17. Throughout the statutory period, Defendants maintained a policy and practice of
17 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
18 overtime wages. During the statutory period, Plaintiff, the Class, and the Aggrieved Employees
19 were misclassified as exempt independent contractors. However, Defendants should have
20 classified Plaintiff, the Class, and the Aggrieved Employees as non-exempt employees. As a
21 result, Defendants failed to pay all wages owed to Plaintiff, the Class, and the Aggrieved
22 Employees, and Plaintiff, the Class, and the Aggrieved Employees did not receive all wages
23 owed for all time worked, including overtime pay. Plaintiff, the Class, and the Aggrieved
24 Employees were required to work "off the clock" and uncompensated. For example, Plaintiff,
25 the Class, and the Aggrieved Employees were required to undergo COVID screening prior to
26 clocking into work, off the clock and uncompensated. Also, Plaintiff, the Class, and the
27 Aggrieved Employees were required to attend training and orientation, without compensation.
28

1 18. Throughout the statutory period, Defendants have wrongfully failed to provide
2 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
3 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
4 Employees to work in excess of five consecutive hours a day without providing 30-minute,
5 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
6 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not
7 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
8 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal
9 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
10 tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
11 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

12 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
13 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
14 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
15 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
16 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
17 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
18 the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also
19 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take
20 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
21 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
22 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
23 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
24 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
25 maintain accurate records of employee work periods, and therefore Defendants cannot
26 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
27 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
28

1 and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance
2 with California law.

3 20. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
4 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
5 their duties for Defendants without reimbursement, such as the use of personal cellular
6 telephones for work purposes. Also, Plaintiff, the Class, and the Aggrieved Employees were
7 required to work from home, but were not reimbursed all home office expenses such as personal
8 computers, printers, home internet, and office supplies. Plaintiff, the Class, and the Aggrieved
9 Employees were also required to drive their own vehicles for work purposes without automobile
10 expense reimbursements.

11 21. Throughout the statutory period, Defendants willfully failed and refused to timely
12 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
13 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
14 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
15 Employees their final paychecks timely upon termination.

16 22. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
17 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
18 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
19 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
20 were not provided in accordance with California law, correct wages for rest periods that were not
21 authorized and permitted to take in accordance with California law, and Defendant's address).
22 Further, the wage statements do not show Defendant's address as required by California law. As
23 a result of these violations of California Labor Code § 226(a), Plaintiff, the Class, and the
24 Aggrieved Employees suffered injury because, among other things:

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum wages, overtime wages, meal period premium wages, and rest
27 period premium wages and reimbursement for business expenses to which
28 they were entitled, even though they were entitled;

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

25 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
26 California Labor Code § 226(e), including actual damages.

27 **CLASS ACTION ALLEGATIONS**

28 23. Plaintiff brings certain claims individually, as well as on behalf of each and all

1 other persons similarly situated, and thus, seek class certification under California Code of Civil
2 Procedure § 382.

3 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
4 authorized by California law.

5 25. The proposed Class consists of and is defined as:

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

9 26. At all material times, Plaintiff was a member of the Class.

10 27. Plaintiff undertakes this concerted activity to improve the wages and working
11 conditions of all Class Members.

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

14 (a) Numerosity: The members of the Class (and each subclass, if any) are so
15 numerous that joinder of all members would be unfeasible and impractical.
16 The membership of the entire Class is unknown to Plaintiff at this time,
17 however, the Class is estimated to be greater than 100 individuals and the
18 identity of such membership is readily ascertainable by inspection of
19 Defendants' records.

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

24 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
25 the interests of each Class Member with whom there is a shared, well-
26 defined community of interest and typicality of claims, as demonstrated
27 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
28 Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in

1 the rules governing class action discovery, certification, and settlement.
2 Plaintiff has incurred, and throughout the duration of this action will
3 continue to incur, costs and attorneys' fees that have been, are, and will be
4 necessarily expended for the prosecution of this action for the substantial
5 benefit of each class member.

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

- 9 1) The interests of the members of the Class in individually
10 controlling the prosecution or defense of separate actions;
- 11 2) The extent and nature of any litigation concerning the controversy
12 already commenced by or against members of the Class;
- 13 3) The desirability or undesirability of concentrating the litigation of
14 the claims in the particular forum; and
- 15 4) The difficulties likely to be encountered in the management of a
16 class action.

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

27 29. There are common questions of law and fact as to the Class (and each subclass, if
28 any) that predominate over questions affecting only individual members, including without

1 limitation, whether, as alleged herein, Defendants have:

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

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

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

1 compensation for the damages and injuries for which Defendants are
2 responsible in an amount sufficient to adequately compensate the members
3 of the Class for the injuries sustained;

4 (f) Without class certification, the prosecution of separate actions by
5 individual members of the class would create a risk of:

6 1) Inconsistent or varying adjudications with respect to individual
7 members of the Class which would establish incompatible standards
8 of conduct for Defendants; and/or

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

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

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

26 **FIRST CAUSE OF ACTION**

27 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**
28

1 32. Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through 22 in this Complaint.

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

6 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
7 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
8 compensation for each hour worked as alleged above, Defendants willfully violated the
9 provisions of California Labor Code § 1194 and any additional applicable Wage Orders, which
10 require such compensation to non-exempt employees.

11 35. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
12 non-overtime hours worked for Defendants.

13 36. By and through the conduct described above, Plaintiff and the Class have been
14 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

15 37. By virtue of Defendants' unlawful failure to pay additional compensation to
16 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
17 suffered, and will continue to suffer, damages in amounts which are presently unknown to
18 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
19 will be ascertained according to proof at trial.

20 38. By failing to keep adequate time records required by California Labor Code §
21 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
22 compensation due Plaintiff and the Class.

23 39. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
24 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

1 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
2 pay those wages twice a month.

3 41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
4 wages, interest, and reasonable attorneys' fees, and costs pursuant to California Labor Code §§
5 218.5, 218.6, and 1194(a).

6 **SECOND CAUSE OF ACTION**

7 **(Against all Defendants for Failure to Pay Overtime Wages)**

8 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 22 in this Complaint.

10 43. California Labor Code § 510 provides that employees in California shall not be
11 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
12 they receive additional compensation beyond their regular wages in amounts specified by law.

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

18 45. At all times relevant hereto, Plaintiff and the Class have worked more than eight
19 hours in a workday, as employees of Defendants.

20 46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
21 overtime compensation for the hours they have worked in excess of the maximum hours
22 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiff and the
23 Class are regularly required to work overtime hours.

24 47. By virtue of Defendants' unlawful failure to pay additional premium rate
25 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
26 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
27 them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained
28 according to proof at trial.

1 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
2 Wage Orders.

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

6 **FOURTH CAUSE OF ACTION**

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

8 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 22 in this Complaint.

10 56. Defendants are required by California law to authorize and permit breaks of 10
11 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
12 two hours). California Labor Code § 512 the applicable Wage Orders require that the employer
13 permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour
14 period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the
15 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
16 itself a violation of California's rest break laws. It is a violation of California Labor Code §
17 226.7 for an employer to require any employee to work during any rest period mandated under
18 any Wage Order.

19 57. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
20 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
21 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
22 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
23 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor
24 Code § 226.7 and the applicable Wage Orders.

25 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
26 premium wages rate for each workday he or she was not provided with all required rest break(s),
27 plus interest thereon.

1 **FIFTH CAUSE OF ACTION**

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

3 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 22 in this Complaint.

5 60. Defendants violated California Labor Code § 2802 and the applicable IWC Wage
6 Orders, by failing to pay and indemnify Plaintiff and the Class for their necessary expenditures
7 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
8 directions of Defendants.

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

11 62. Plaintiff and the Class he represents are entitled to attorneys' fees, expenses, and
12 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California
13 Labor Code § 2802(b).

14 **SIXTH CAUSE OF ACTION**

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

17 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 22 in this Complaint.

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

25 65. Within the applicable statute of limitations, the employment of Plaintiff and many
26 other members of the Class ended (i.e. was terminated by quitting or discharge), and the
27 employment of others will be. However, during the relevant time period, Defendants failed, and
28 continue to fail, to pay terminated Class Members, without abatement, all wages required to be

1 paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-
2 two (72) hours of their leaving Defendants' employ.

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

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

11 68. Plaintiff and the Class are entitled to recover from Defendants their additionally
12 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
13 maximum pursuant to California Labor Code § 203.

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

17 **SEVENTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 19 **Compliant Wage Records)**

20 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 22 in this Complaint.

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

1 employee and the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.

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

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

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

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

20 76. Plaintiff and the Class are entitled to recover from Defendants their actual
21 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

22 77. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
23 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor
24 Code § 226(h).

25 **EIGHTH CAUSE OF ACTION**

26 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**

27 ***et seq.*)**

78. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

80. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5.

81. 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.*

82. 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 Wages

83. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code, as alleged above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

85. Defendants' failure to maintain accurate records of all hours worked in accordance

1 with California Labor Code § 1174.5 and the applicable IWC Wage Orders constitutes unfair,
2 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
3 17200, *et seq.*

4 **Failure to Provide Meal Periods**

5 86. Defendants' failure to provide meal periods in accordance with California Labor
6 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes
7 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
8 §§ 17200, *et seq.*

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

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

14 **Failure to Indemnify Necessary Business Expenses**

15 88. Defendants' failure to indemnify employees for necessary business expenses in
16 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged
17 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business
18 & Professions Code §§ 17200, *et seq.*

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

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

23 90. By and through their unfair, unlawful, and/or fraudulent business practices
24 described herein, Defendants, have obtained valuable property, money, and services from
25 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
26 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

27 91. Plaintiff and the Class Members suffered monetary injury as a direct result of
28 Defendants' wrongful conduct.

1 92. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
2 to, and does, seek such relief as may be necessary to disgorge money and/or property which
3 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
4 means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff
5 and the Class are not obligated to establish individual knowledge of the wrongful practices of
6 Defendants in order to recover restitution.

7 93. Plaintiff, individually, and on behalf of members of the putative Class, is further
8 entitled to, and does, seek a declaration that the above-described business practices are unfair,
9 unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
10 engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in
11 the future.

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

19 95. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
20 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
21 withholdings.

22 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
23 and putative Class Members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of this complaint; a
25 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
26 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
27 1021.5 and other applicable laws; and an award of costs.

1 **NINTH CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

4 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 22 in this Complaint.

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

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

15 100. Plaintiff has exhausted his administrative remedies pursuant to California Labor
16 Code § 2699.3. On May 9, 2023, he gave written notice by online filing to the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
18 the Labor Code that Defendants have violated against Plaintiff and certain current and former
19 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
20 the filing fee. Plaintiff’s PAGA case number is LWDA-CM-953866-23.

21 101. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
22 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
23 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
24 recover penalties under California Labor Code § 2699 pursuant to California Labor Code § 2699.3
25 for the violations of the Labor Code described in this Complaint. These penalties include, but are
26 not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

27 102. In addition, Plaintiff seeks 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 California Labor Code § 1174.5.
3 Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing
4 when the employee begins and ends each work period. Meal periods, and total hours worked daily
5 shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
6 employer shall keep total hours worked in the payroll period and applicable rates of pay.

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

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

26 105. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant
27 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
28 shall be entitled to an award of reasonable attorney's fees and costs."

1 **PRAYER FOR RELIEF**

2 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
3 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action with respect to the First, Second,
7 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
8 2. That Plaintiff be appointed as the representative of the Class; and
9 3. That counsel for Plaintiff be appointed as Class Counsel.

10 **As to the First Cause of Action**

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

21 **As to the Second Cause of Action**

- 22 10. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and the applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;
25 11. For general unpaid wages at overtime wage rates as may be appropriate;
26 12. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;
28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and

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

3 As to the Third Cause of Action

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

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

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

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

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

12 As to the Fourth Cause of Action

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

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

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

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

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

21 As to the Fifth Cause of Action

22 25. That the Court declare, adjudge, and decree that Defendants violated Labor Code §
23 2802 and the applicable IWC Wage Orders;

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

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

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

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

2 As to the Sixth Cause of Action

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

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

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

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

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

12 As to the Seventh Cause of Action

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

16 36. For penalties and actual damages pursuant to California Labor Code § 226€;

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

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

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

21 As to the Eighth Cause of Action

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

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

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

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

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

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

11 As to the Ninth Cause of Action

12 46. That the Court declare, adjudge, and decree that Defendants violated the California
13 Labor Code by failing to pay all wages owed, including overtime, failing to provide meal periods,
14 failing to maintain accurate records of meal periods, failing to authorize and permit rest periods,
15 failing to reimburse necessary business expenses, failing to pay final wages at termination, and
16 failing to furnish accurate wage statements;

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

18 48. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all
19 other applicable Labor Code provisions;

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

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

23 As to All Causes of Action

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

25 ///

26 ///

27 ///

28 ///

1 Dated: August 17, 2023

Respectfully submitted,

2 MOON LAW GROUP, PC

3 By: *Charlotte Mikat-Stevens*

4 Kane Moon
5 Allen Feghali
6 Charlotte Mikat-Stevens

7 *Attorneys for Plaintiff*

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: August 17, 2023

11 MOON LAW GROUP, PC

12 By: *Charlotte Mikat-Stevens*

13 Kane Moon
14 Allen Feghali
15 Charlotte Mikat-Stevens

16 *Attorneys for Plaintiff*

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 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On August 17, 2023, I served the foregoing document
8 described as:

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

10 X by E-mailing ___ the original X a true copy to the following:

11 Nathan K. Low (SBN 299587)
12 E-Mail: nlow@fisherphillips.com
13 Kevin L. Quan (SBN 317798)
14 E-Mail: kquan@fisherphillips.com
15 Jessica Ortiz
16 E-Mail: jortiz@fisherphillips.com
17 Yorleny Hernandez
18 E-Mail: yhernandez@fisherphillips.com
19 **FISHER & PHILLIPS LLP**
20 One Montgomery Street, Suite 3400
21 San Francisco, California 94104
22 Telephone: (415) 490-9000
23 Facsimile: (415) 490-9001

24 *Attorneys for Defendant ABLELIGHT, INC.*

25 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
26 California, by e-mail delivery on the parties listed herein at their most recent known e-
27 mail address or e-mail of record in this action.

28 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 August 17, 2023, at Los Angeles, California.

Janelle Jickain
Name

Signature