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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF LOS ANGELES

15 JEFFREY ADAM KILGORE and HALEY
16 MOORE, individually, on behalf of themselves
and all other aggrieved employees,

17 Plaintiffs,

18 v.
19

20 BQ OPERATIONS HOLDINGS, LLC, a limited
liability company; 991 CLYDE AVENUE
21 OPCO, LLC; NEWGEN ADMINISTRATIVE
SERVICES, LLC; SAPPHIRE OPERATIONS,
22 LLC; NEWGEN, LLC; 6740 WILBUR
AVENUE OPCO LLC; 320 NORTH
23 CRAWFORD AVENUE OPERATIONS LLC;
ANAHEIM TERRACE CARE CENTER LLC;
24 BAY CREST CARE CENTER LLC;
DEVONSHIRE CARE CENTER LLC;
25 FOUNTAIN VIEW SUBACUTE & NRSNG
CTR LLC; MONTEBELLO CARE CENTER
26 LLC; RIO HONDO SUBACUTE & NURSING
CENTER LLC; SUNBRIDGE BRITTANY
27 REHABILITATION CENTER; SUNBRIDGE
CARE ENTERPRISES WEST LLC;
28 SUNBRIDGE HALLMARK HEALTH

Case No. 23STCV10311

SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT:

1. Discrimination in Violation of Government Code § 12940(a);
2. Harassment in Violation of Government Code § 12940(j)(1);
3. Retaliation in Violation of Government Code § 12940(h) and Labor Code §§ 98.6, 232.5, 246.5, and 1102.5;
4. Failure to Prevent Discrimination, Harassment, and/or Retaliation in Violation of Government Code § 12940(k);
5. Failure to Provide Reasonable Accommodation in Violation of Government Code § 12940(a), (i), (m), (n);
6. Failure to Engage in the Interactive Process in Violation of Government Code §§ 12940(a), (i), (m), (n);
7. CFRA Leave Retaliation in Violation of Government Code §§ 12900, *et seq.*;
8. Interference With CFRA Leave in Violation of Government Code §§ 12945.2(t);
9. Intentional Infliction of Emotional Distress;
10. Wrongful Termination of Employment in Violation of Public Policy;

FILED
Superior Court of California
County of Los Angeles
11/21/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Soni Deputy

SERVICES LLC; SUNBRIDGE
MEADOWBROOK REHABILITATION
CENTER LLC; SUNBRIDGE SHANDIN
HILLS REHABILITATION CENTER LLC;
SUNBRIDGE STOCKTON
REHABILITATION CENTER; WOODLAND
CARE CENTER LLC; 1030 WARNER
AVENUE I OPCO LLC; 23228 MADERO
OPCO LLC; WINDSOR MONTEREY CARE
CENTER LLC; 14766 WASHINGTON
AVENUE OPERATIONS LLC; S&F HOME
HEALTH OPCO I LLC; S&F HOSPICE OPCO
I LLC; S&F MARKET STREET
HEALTHCARE LLC; WINDSOR CARE
CENTER NATIONAL CITY INC.; WINDSOR
CHEVIOT HILLS LLC; WINDSOR COUNTRY
DRIVE CARE CENTER; WINDSOR COURT
ASSISTED LIVING LLC; WINDSOR
CYPRESS GARDENS HEALTHCARE LLC;
WINDSOR EL CAMINO CARE CENTER LLC;
WINDSOR ELK GROVE CARE AND REHAB
LLC; WINDSOR ELMHAVEN CARE
CENTER LLC; WINDSOR HAMPTON CARE
CENTER LLC; WINDSOR HAYWARD
ESTATES LLC; WINDSOR ROSEWOOD
CARE CENTER LLC; WINDSOR
SACRAMENTO ESTATES LLC; WINDSOR
SKYLINE CARE CENTER LLC; WINDSOR
TERRACE HEALTHCARE LLC; WINDSOR
THE RIDGE REHABILITATION CENTER;
WINDSOR VALLEJO CARE CENTER LLC;
WINDSOR GARDENS CONVALESCENT
HOSPITAL INC.; SPRING SENIOR ASSISTED
LIVING LLC; THE EARLWOOD LLC; BOLD
QUAIL 2, LLC; MESHUGA OPERATIONS
HOLDINGS, LLC; MESHUGA 2
OPERATIONS HOLDINGS, LLC; BOLD
QUAIL 3 OPERATIONS HOLDINGS, LLC;
and DOES 1-10, inclusive,

Defendants.

11. Failure to Pay All Wages;
12. Meal Period Violations;
13. Rest Period Violations;
14. Failure to Reimburse Business Expenses;
15. Wage Statement Violations;
16. Waiting Time Penalties and Failure to
Timely Pay Wages During Employment;
17. Failure to Permit Inspection or Copying of
Records;
18. Unfair Business Practices; and
19. PAGA Civil Penalties

DEMAND FOR JURY TRIAL

Plaintiff Haley Moore (“Plaintiff Moore”) and Plaintiff Jeffrey Adam Kilgore (“Plaintiff Kilgore”) (together, “Plaintiffs”), individuals, on behalf of themselves and all other aggrieved employees, hereby bring this Complaint against Defendants BQ Operations Holdings, LLC; Defendants 991 CLYDE AVENUE OPCO, LLC; NEWGEN ADMINISTRATIVE SERVICES, LLC; SAPPHIRE OPERATIONS, LLC; NEWGEN, LLC; SUNBRIDGE BRASWELL ENTERPRISES, LLC; 6740 WILBUR AVENUE OPCO LLC; 320 NORTH CRAWFORD AVENUE OPERATIONS LLC; ANAHEIM TERRACE CARE CENTER LLC; BAY CREST CARE CENTER LLC; DEVONSHIRE CARE CENTER LLC; FOUNTAIN VIEW SUBACUTE & NRSNG CTR LLC; MONTEBELLO CARE CENTER LLC; RIO HONDO SUBACUTE & NURSING CENTER LLC; SUNBRIDGE BRITTANY REHABILITATION CENTER; SUNBRIDGE CARE ENTERPRISES WEST LLC; SUNBRIDGE HALLMARK HEALTH SERVICES LLC; SUNBRIDGE MEADOWBROOK REHABILITATION CENTER LLC; SUNBRIDGE SHANDIN HILLS REHABILITATION CENTER LLC; SUNBRIDGE STOCKTON REHABILITATION CENTER; WOODLAND CARE CENTER LLC; 1030 WARNER AVENUE I OPCO LLC (South Coast Post Acute and Santa Ana Royale TRC); 23228 MADERO OPCO LLC; WINDSOR MONTEREY CARE CENTER LLC; 14766 WASHINGTON AVENUE OPERATIONS LLC; S&F HOME HEALTH OPCO I LLC; S&F HOSPICE OPCO I LLC; S&F MARKET STREET HEALTHCARE LLC; WINDSOR CARE CENTER NATIONAL CITY INC.; WINDSOR CHEVIOT HILLS LLC; WINDSOR COUNTRY DRIVE CARE CENTER; WINDSOR COURT ASSISTED LIVING LLC; WINDSOR CYPRESS GARDENS HEALTHCARE LLC; WINDSOR EL CAMINO CARE CENTER LLC; WINDSOR ELK GROVE CARE AND REHAB LLC; WINDSOR ELMHAVEN CARE CENTER LLC; WINDSOR HAMPTON CARE CENTER LLC; WINDSOR HAYWARD ESTATES LLC; WINDSOR ROSEWOOD CARE CENTER LLC; WINDSOR SACRAMENTO ESTATES LLC; WINDSOR SKYLINE CARE CENTER LLC; WINDSOR TERRACE HEALTHCARE LLC; WINDSOR THE RIDGE REHABILITATION CENTER; WINDSOR VALLEJO CARE CENTER LLC; WINDSOR GARDENS CONVALESCENT HOSPITAL INC.; SPRING SENIOR ASSISTED LIVING LLC; THE EARLWOOD LLC; BOLD QUAIL 2, LLC; MESHUGA OPERATIONS HOLDINGS, LLC; MESHUGA 2 OPERATIONS HOLDINGS, LLC (aka Sapphire 2 Operations Holdings, LLC); BOLD QUAIL 3 OPERATIONS HOLDINGS, LLC; and DOES 1-10, inclusive

(collectively, “Defendants”), and hereby allege with knowledge with respect to their own acts and on information and belief as to other matters as follows:

INTRODUCTION

1. Through this action, Plaintiff Moore seeks statutory, compensatory and punitive damages, penalties, interest as allowed by law, costs, attorneys’ fees, declaratory relief, and other appropriate and just relief due to Defendants’ unlawful conduct in violation of Plaintiff Moore’s rights under state law to be free from discrimination, harassment, and/or retaliation in violation of California common law, California Government Code (“Government Code”), and California Civil Code (“Civil Code”).

2. Plaintiffs seek unpaid wages, liquidated and statutory damages, treble damages, restitution, interest as allowed by law, costs, attorneys’ fees, and other sums that Defendants owe to Plaintiffs under the California Labor Code (“Labor Code”), Industrial Welfare Commission (“IWC”) Wage Orders, California Business and Professions Code (“Business and Professions Code”), and California Penal Code (“Penal Code”).

3. Plaintiffs also brings an individual and representative claim under the Private Attorneys General Act of 2004, under Labor Code Sections 2698, *et seq.*, to recover civil penalties, reasonable attorneys’ fees, costs, wages, and other recoverable sums in her representative capacity as an “aggrieved employee” on behalf of themselves, the State of California, and all other current and former Aggrieved Employees of Defendants. The “Aggrieved Employees” for purposes of the representative claim for PAGA penalties include all current and former non-exempt employees of Defendants during the PAGA Period. The term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff Kilgore’s notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants through the date of trial.

4. Defendants operate healthcare and skilled nursing facilities in California, including the Valley House Rehabilitation Center and other facilities in Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the Labor Code, IWC Wage Orders, and the Business and Professions Code.

5. During the PAGA Period, Plaintiffs and Aggrieved Employees were employed by Defendants.

6. Defendants have engaged in a systematic pattern of wage and hour violations under the Labor Code, IWC Wage Orders, and the Business and Professions Code. During the PAGA Period, Defendants maintained a consistent practice and policy of violating state wage and hour laws by, among other things, failing to pay all wages (including minimum, regular, overtime, and double time wages, sick pay, and vacation pay), failing to provide compliant meal and rest periods or compensation of an additional hour's pay at the regular rate of pay for each workday a meal or rest period violation occurred in lieu thereof, willfully failing to timely pay all wages due during employment and upon separation of employment, failing to provide Plaintiffs and Aggrieved Employees with accurate itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, failing to maintain accurate records of hours worked or accurate records of all meal periods taken or missed, and failing to reimburse business expenses.

7. Plaintiffs' representative PAGA action is brought under, *inter alia*, the IWC Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure Section ("CCP") 1021.5, and Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 246, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

PARTIES

8. Plaintiff Kilgore is a California resident who worked for Defendants in the County of Los Angeles, State of California, as a unit supervisor from approximately April 2019 to May 18, 2023. For a portion of Plaintiff Kilgore's employment, Defendants classified Plaintiff Kilgore as non-exempt from California's overtime requirements. Plaintiff Kilgore's employment with Defendants ended within one (1) year of the filing of Plaintiff Kilgore's notice of Labor Code violations to the LWDA. Plaintiff Kilgore is an "aggrieved employee" within the meaning of the PAGA since he suffered one or more of the Labor Code violations alleged in this Complaint.

9. Plaintiff Moore is an individual residing in California. Plaintiff Moore performed work for Defendants at 991 Clyde Avenue Santa Clara, California 95054. Defendants employed Plaintiff Moore as a non-exempt employee during the PAGA Period and Plaintiff Moore's employment with Defendants ended within one (1) year of the filing of Plaintiff Moore's notice of Labor Code violations to the LWDA.

1 Plaintiff Moore's primary job duties consisted of, *inter alia*, general nursing duties. Plaintiff Moore is an
2 "aggrieved employee" within the meaning of the PAGA since she suffered one or more of the Labor Code
3 violations alleged in this Complaint.

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

7 11. BQ OPERATIONS HOLDINGS, LLC is a California limited liability company with its
8 principal place of business in Los Angeles, California, is a business entity conducting business in numerous
9 counties throughout the State of California, including in Los Angeles County, and at all relevant times was
10 an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

11 12. 991 CLYDE AVENUE OPCO, LLC is a California limited liability company with its
12 principal place of business located at 9526 West Pico Boulevard, Los Angeles, California 90035. 991
13 CLYDE AVENUE OPCO, LLC is, and at all relevant times was, an employer subject to California's wage
14 and hour laws and the Fair Employment and Housing Act.

15 13. NEWGEN ADMINISTRATIVE SERVICES, LLC is a California limited liability company
16 with its principal place of business located at 9526 West Pico Boulevard, Los Angeles, California 90035.
17 NEWGEN ADMINISTRATIVE SERVICES, LLC is, and at all relevant times was, an employer subject
18 to California's wage and hour laws and the Fair Employment and Housing Act.

19 14. SAPPHIRE OPERATIONS, LLC is a California limited liability company with its principal
20 place of business located at 9526 West Pico Boulevard, Los Angeles, California 90035. SAPPHIRE
21 OPERATIONS, LLC is, and at all relevant times was, an employer subject to California's wage and hour
22 laws and the Fair Employment and Housing Act.

23 15. NEWGEN, LLC is a California limited liability company with its principal place of business
24 located at 9526 West Pico Boulevard, Los Angeles, California 90035. NEWGEN, LLC is, and at all
25 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
26 Housing Act.

27 16. SUNBRIDGE BRASWELL ENTERPRISES, LLC is a California limited liability company
28 with its principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA 90035. SUNBRIDGE

BRASWELL ENTERPRISES, LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

17. 6740 WILBUR AVENUE OPCO LLC is a California limited liability company with its principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA 90035. 6740 WILBUR AVENUE OPCO LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

18. 320 NORTH CRAWFORD AVENUE OPERATIONS LLC is a Delaware limited liability company that does business in within the State of California, including its principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA 90035. 320 NORTH CRAWFORD AVENUE OPERATIONS LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

19. ANAHEIM TERRACE CARE CENTER LLC is a Delaware limited liability company that does business in within the State of California, including its principal place of business located at 141 S. Knott Ave., Anaheim, CA 92804. ANAHEIM TERRACE CARE CENTER LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

20. BAY CREST CARE CENTER LLC is a Delaware limited liability company that does business in within the State of California, including its principal place of business located at 3750 Garnet St., Torrance, CA 90503. BAY CREST CARE CENTER LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

21. DEVONSHIRE CARE CENTER LLC is a Delaware limited liability company that does business in within the State of California, including its principal place of business located at 1350 E. Devonshire Ave., Hemet, CA 92544. DEVONSHIRE CARE CENTER LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

22. FOUNTAIN VIEW SUBACUTE & NRSNG CTR LLC is a Delaware limited liability company that does business in within the State of California, including its principal place of business located at 5310 Fountain Ave., Los Angeles, CA 90029. FOUNTAIN VIEW SUBACUTE & NRSNG CTR LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair

1 Employment and Housing Act.

2 23. MONTEBELLO CARE CENTER LLC is a Delaware limited liability company that does
3 business in within the State of California, including its principal place of business located at 1035 W.
4 Beverly Blvd., Montebello, CA 90640. MONTEBELLO CARE CENTER LLC is, and at all relevant times
5 was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

6 24. RIO HONDO SUBACUTE & NURSING CENTER LLC is a California limited liability
7 company with its principal place of business located at 27442 Portola Parkway, Suite 200, Foothill Ranch,
8 CA 92610. RIO HONDO SUBACUTE & NURSING CENTER LLC is, and at all relevant times was, an
9 employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

10 25. SUNBRIDGE BRITTANY REHABILITATION CENTER is a California limited liability
11 company with its principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA 90035.
12 SUNBRIDGE BRITTANY REHABILITATION CENTER is, and at all relevant times was, an employer
13 subject to California's wage and hour laws and the Fair Employment and Housing Act.

14 26. SUNBRIDGE CARE ENTERPRISES WEST LLC is a Utah limited liability company that
15 does business in within the State of California, including at its principal place of business located at 9526
16 W. Pico Blvd., Los Angeles, CA 90035. SUNBRIDGE CARE ENTERPRISES WEST LLC is, and at all
17 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
18 Housing Act.

19 27. SUNBRIDGE HALLMARK HEALTH SERVICES LLC is a Delaware limited liability
20 company that does business in within the State of California, including at its principal place of business
21 located at 9526 W. Pico Blvd., Los Angeles, CA 90035. SUNBRIDGE HALLMARK HEALTH
22 SERVICES LLC is, and at all relevant times was, an employer subject to California's wage and hour laws
23 and the Fair Employment and Housing Act.

24 28. SUNBRIDGE MEADOWBROOK REHABILITATION CENTER LLC is a California
25 limited liability company with principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA
26 90035. SUNBRIDGE MEADOWBROOK REHABILITATION CENTER LLC is, and at all relevant times
27 was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

28 29. SUNBRIDGE SHANDIN HILLS REHABILITATION CENTER LLC is a California

1 limited liability company with principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA
2 90035. SUNBRIDGE SHANDIN HILLS REHABILITATION CENTER LLC is, and at all relevant times
3 was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

4 30. SUNBRIDGE STOCKTON REHABILITATION CENTER is a California company with
5 principal place of business located at 101 E. State St., Kennett Square, PA 19348. SUNBRIDGE
6 STOCKTON REHABILITATION CENTER is, and at all relevant times was, an employer subject to
7 California's wage and hour laws and the Fair Employment and Housing Act.

8 31. WOODLAND CARE CENTER LLC is a Delaware limited liability company that does
9 business in within the State of California, including at principal place of business located at 7120 Corbin
10 Ave., Reseda, CA 91335. WOODLAND CARE CENTER LLC is, and at all relevant times was, an
11 employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

12 32. 1030 WARNER AVENUE I OPCO LLC (South Coast Post Acute and Santa Ana Royale
13 TRC) is a California limited liability company with its principal place of business located at 1030 W.
14 Warner Ave., Santa Ana, CA 92707. 1030 WARNER AVENUE I OPCO LLC is, and at all relevant times
15 was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

16 33. 23228 MADERO OPCO LLC is a California limited liability company with its principal
17 place of business located at 23228 Madero Mission Viejo, CA 92691. 23228 MADERO OPCO LLC is,
18 and at all relevant times was, an employer subject to California's wage and hour laws and the Fair
19 Employment and Housing Act.

20 34. WINDSOR MONTEREY CARE CENTER LLC is a Delaware limited liability company
21 that does business in within the State of California, including at principal place of business located at 1575
22 Skyline Dr., Monterey, CA 93940. WINDSOR MONTEREY CARE CENTER LLC is, and at all relevant
23 times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing
24 Act.

25 35. 14766 WASHINGTON AVENUE OPERATIONS LLC is a California limited liability
26 company with its principal place of business located at 101 E. State St., Kennett Square, PA 19348. 14766
27 WASHINGTON AVENUE OPERATIONS LLC is, and at all relevant times was, an employer subject to
28 California's wage and hour laws and the Fair Employment and Housing Act.

1 36. S&F HOME HEALTH OPCO I LLC is a California limited liability company with its
2 principal place of business located at 700 N. Central Ave., Suite 260, Glendale, CA 91203. S&F HOME
3 HEALTH OPCO I LLC is, and at all relevant times was, an employer subject to California's wage and
4 hour laws and the Fair Employment and Housing Act.

5 37. S&F HOSPICE OPCO I LLC is a California limited liability company with its principal
6 place of business located at 700 N. Central Ave., Suite 200, Glendale, CA 91203. S&F HOSPICE OPCO
7 I LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and the
8 Fair Employment and Housing Act.

9 38. S&F MARKET STREET HEALTHCARE LLC is a California limited liability company
10 with its principal place of business located at 260 E. Market St., Long Beach, CA 90805. S&F MARKET
11 STREET HEALTHCARE LLC is, and at all relevant times was, an employer subject to California's wage
12 and hour laws and the Fair Employment and Housing Act.

13 39. WINDSOR CARE CENTER NATIONAL CITY INC. is a California stock corporation
14 company with its principal place of business located at 220 E. 24th St., National City, CA 91950.
15 WINDSOR CARE CENTER NATIONAL CITY INC. is, and at all relevant times was, an employer subject
16 to California's wage and hour laws and the Fair Employment and Housing Act.

17 40. WINDSOR CHEVIOT HILLS LLC is a California limited liability company with its
18 principal place of business located at 3533 Motor Ave., Los Angeles, CA 90034. WINDSOR CHEVIOT
19 HILLS LLC is, and at all relevant times was, an employer subject to California's wage and hour laws and
20 the Fair Employment and Housing Act.

21 41. WINDSOR COUNTRY DRIVE CARE CENTER is a Delaware limited liability company
22 that does business in within the State of California, including at its principal place of business located at
23 2500 Country Dr., Fremont, CA 94536. WINDSOR COUNTRY DRIVE CARE CENTER is, and at all
24 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
25 Housing Act.

26 42. WINDSOR COURT ASSISTED LIVING LLC is a California limited liability company
27 with its principal place of business located at 201 Sunrise Way, Palm Springs, CA 92262. WINDSOR
28 COURT ASSISTED LIVING LLC is, and at all relevant times was, an employer subject to California's

1 wage and hour laws and the Fair Employment and Housing Act.

2 43. WINDSOR CYPRESS GARDENS HEALTHCARE LLC is a California limited liability
3 company with its principal place of business located at 9025 Colorado Ave., Riverside, CA 92503.
4 WINDSOR CYPRESS GARDENS HEALTHCARE LLC is, and at all relevant times was, an employer
5 subject to California's wage and hour laws and the Fair Employment and Housing Act.

6 44. WINDSOR EL CAMINO CARE CENTER LLC is a Delaware limited liability company
7 that does business in within the State of California, including at its principal place of business located at
8 2540 Carmichael Way, Carmichael, CA 95608. WINDSOR EL CAMINO CARE CENTER LLC is, and at
9 all relevant times was, an employer subject to California's wage and hour laws and the Fair Employment
10 and Housing Act.

11 45. WINDSOR ELK GROVE CARE AND REHAB LLC is a Delaware limited liability
12 company that does business in within the State of California, including at its principal place of business
13 located at 9461 Batey Ave., Elk Grove, CA 95624. WINDSOR ELK GROVE CARE AND REHAB LLC
14 is, and at all relevant times was, an employer subject to California's wage and hour laws and the Fair
15 Employment and Housing Act.

16 46. WINDSOR ELMHAVEN CARE CENTER LLC is a Delaware limited liability company
17 that does business in within the State of California, including at its principal place of business located at
18 6940 Pacific Ave., Stockton, CA 95207. WINDSOR ELMHAVEN CARE CENTER LLC is, and at all
19 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
20 Housing Act.

21 47. WINDSOR HAMPTON CARE CENTER LLC is a Delaware limited liability company that
22 does business in within the State of California, including at its principal place of business located at 442 E.
23 Hampton St., Stockton, CA 95204. WINDSOR HAMPTON CARE CENTER LLC is, and at all relevant
24 times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing
25 Act.

26 48. WINDSOR HAYWARD ESTATES LLC is a California limited liability company with its
27 principal place of business located at 25919 Gading Rd., Hayward, CA 94544. WINDSOR HAYWARD
28 ESTATES LLC is, and at all relevant times was, an employer subject to California's wage and hour laws

1 and the Fair Employment and Housing Act.

2 49. WINDSOR ROSEWOOD CARE CENTER LLC is a Delaware limited liability company
3 that does business in within the State of California, including at its principal place of business located at
4 1911 Oak Park Blvd., Pleasant, CA 94523. WINDSOR ROSEWOOD CARE CENTER LLC is, and at all
5 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
6 Housing Act.

7 50. WINDSOR SACRAMENTO ESTATES LLC is a California limited liability company with
8 principal place of business located at 501 Jessie Ave., Sacramento, CA 95838. WINDSOR
9 SACRAMENTO ESTATES LLC is, and at all relevant times was, an employer subject to California's
10 wage and hour laws and the Fair Employment and Housing Act.

11 51. WINDSOR SKYLINE CARE CENTER LLC is a Delaware limited liability company that
12 does business in within the State of California, including at its principal place of business located at 348
13 Iris Dr., Salinas, CA 93906. WINDSOR SKYLINE CARE CENTER LLC is, and at all relevant times was,
14 an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

15 52. WINDSOR TERRACE HEALTHCARE LLC is a California limited liability company with
16 principal place of business located at 7447 Sepulveda Blvd., Van Nuys, CA 91405. WINDSOR TERRACE
17 HEALTHCARE LLC is, and at all relevant times was, an employer subject to California's wage and hour
18 laws and the Fair Employment and Housing Act.

19 53. WINDSOR THE RIDGE REHABILITATION CENTER is a Delaware limited liability
20 company that does business in within the State of California, including at its principal place of business
21 located at 350 Iris Dr., Salinas, CA 93906. WINDSOR THE RIDGE REHABILITATION CENTER is,
22 and at all relevant times was, an employer subject to California's wage and hour laws and the Fair
23 Employment and Housing Act.

24 54. WINDSOR VALLEJO CARE CENTER LLC is a Delaware limited liability company that
25 does business in within the State of California, including at its principal place of business located at 2200
26 Tuolumne St., Vallejo, CA 94589. WINDSOR VALLEJO CARE CENTER LLC is, and at all relevant
27 times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing
28 Act.

1 55. WINDSORGARDENS CONVALESCENT HOSPITAL INC. is a California company with
2 principal place of business located at 915 Crenshaw Blvd., Los Angeles, CA 90019.
3 WINDSORGARDENS CONVALESCENT HOSPITAL INC. is, and at all relevant times was, an
4 employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

5 56. SPRING SENIOR ASSISTED LIVING LLC is a Delaware limited liability company that
6 does business in within the State of California, including at its principal place of business located at 20900
7 Earl St., Torrance, CA 90035. SPRING SENIOR ASSISTED LIVING LLC is, and at all relevant times
8 was, an employer subject to California's wage and hour laws and the Fair Employment and Housing Act.

9 57. THE EARLWOOD LLC is a Delaware limited liability company that does business in
10 within the State of California, including at its principal place of business located at 20820 Earl St.,
11 Torrance, CA 90503. THE EARLWOOD LLC is, and at all relevant times was, an employer subject to
12 California's wage and hour laws and the Fair Employment and Housing Act.

13 58. BOLD QUAIL 2, LLC is a California limited liability company with its principal place of
14 business located at 9526 W. Pico Blvd., Los Angeles, CA 90035. BOLD QUAIL 2, LLC is, and at all
15 relevant times was, an employer subject to California's wage and hour laws and the Fair Employment and
16 Housing Act.

17 59. MESHUGA OPERATIONS HOLDINGS, LLC is a California limited liability company
18 with its principal place of business located at 101 E. State St., Kennett Square, PA 19348. MESHUGA
19 OPERATIONS HOLDINGS, LLC is, and at all relevant times was, an employer subject to California's
20 wage and hour laws and the Fair Employment and Housing Act.

21 60. MESHUGA 2 OPERATIONS HOLDINGS, LLC (aka Sapphire 2 Operations Holdings,
22 LLC) is a California limited liability company with its principal place of business located at 9526 W. Pico
23 Blvd., Los Angeles, CA 90035. MESHUGA 2 OPERATIONS HOLDINGS, LLC is, and at all relevant
24 times was, an employer subject to California's wage and hour laws and the Fair Employment and Housing
25 Act.

26 61. BOLD QUAIL 3 OPERATIONS HOLDINGS, LLC is a California limited liability
27 company with its principal place of business located at 9526 W. Pico Blvd., Los Angeles, CA 90035.
28 BOLD QUAIL 3 OPERATIONS HOLDINGS, LLC is, and at all relevant times was, an employer subject

1 to California's wage and hour laws and the Fair Employment and Housing Act.

2 62. Defendants are the former and/or current employers of Aggrieved Employees. Defendants
3 suffered and permitted Plaintiffs and Aggrieved Employees to work, and/or controlled their wages, hours,
4 or working conditions.

5 63. Plaintiffs are unaware of the true names and capacities of those Defendants identified as
6 DOES 1 through 10. Therefore, Plaintiffs identify those Defendants fictitiously. Each DOE Defendant was
7 a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants,
8 and each related entity, and was acting with the knowledge and authorization of each of the other
9 Defendants. Plaintiffs will seek to amend this Complaint to allege the true names and capacities of each
10 DOE Defendant when their names have been ascertained and identified. Each of the Defendants sued as
11 DOES 1 through 10 participated in, received the benefit of, or was in some way responsible for one or
12 more of the wrongful acts and omissions and some portion of the damages alleged in this Complaint.

13 64. At all times relevant, each Defendant acted in all respects pertinent to this action as the agent
14 of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
15 and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants
16 in all respects acted as the employer and/or joint employer of Plaintiffs.

17 65. Defendants, each and all of them, at all times relevant, were the joint employers, parent
18 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
19 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
20 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and omissions
21 alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiffs'
22 damages alleged herein. Moreover, Plaintiffs are informed and believe and thereon allege that each
23 Defendant has authorized and/or ratified the wrongful activities of each of the remaining Defendants and
24 their agents.

25 66. There exists a unity of interest in ownership between Defendants and DOES 1 through 10,
26 inclusive, such that any individuality and separateness between the individual and the corporation does not
27 exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at
28 all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through

1 10, inclusive, carried out their business in the business name, exercising complete control and dominance
2 over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10,
3 inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10,
4 inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the
5 assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual
6 or entity which it, he, or she owns or controls, with the intent to hinder, delay or defraud creditors of
7 Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship
8 between and among Defendants.

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

12 68. At all relevant times, Defendants were and are legally responsible for all of the unlawful
13 conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as
14 the employer of Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of
15 the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

16 **JURISDICTION AND VENUE**

17 69. The California Superior Court has jurisdiction over this action pursuant to California
18 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes
19 except those given by statute to other trial courts." The statutes under which this action is brought do not
20 specify any other basis for jurisdiction.

21 70. The California Superior Court has jurisdiction over Defendants because Defendants are
22 entities doing business within the State of California. Further, the illegal conduct alleged herein took place
23 within the State of California.

24 71. Venue is proper in the County of Los Angeles, State of California because Defendants BQ
25 OPERATIONS HOLDINGS, LLC; 991 CLYDE AVENUE OPCO, LLC; NEWGEN ADMINISTRATIVE
26 SERVICES, LLC; SAPPHIRE OPERATIONS, LLC; and NEWGEN, LLC do business and reside in this
27 County.

28 ///

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 72. Prior to filing this Complaint, Plaintiff Moore filed a timely administrative charge with the
3 DFEH and received a right-to-sue letter.

4 73. Prior to filing this Complaint, Plaintiff Moore provided written notice to the LWDA via
5 online submission of her allegations for penalties pursuant to PAGA with respect to Defendants' Labor
6 Code violations, with certified mail service on Defendants, and paid the required filing fee. Plaintiff
7 Moore's LWDA case number is LWDA-CM-961462-23. More than 65 days passed since Plaintiff Moore
8 submitted the PAGA notice to the LWDA without notice from the LWDA of its intent to investigate the
9 allegations.

10 74. Prior to filing this Complaint, Plaintiff Kilgore provided written notice to the LWDA via
11 online submission of his allegations for penalties pursuant to PAGA with respect to Defendants' Labor
12 Code violations, with certified mail service on Defendants, and paid the required filing fee. Plaintiff
13 Kilgore's LWDA case number is LWDA-CM-953581-23. More than 65 days passed since Plaintiff Kilgore
14 submitted the PAGA notice to the LWDA without notice from the LWDA of its intent to investigate the
15 allegations.

16 **FACTUAL ALLEGATIONS**

17 **(With Respect to Plaintiff Moore)**

18 75. Defendants employed Plaintiff Moore from approximately November 18, 2019 to
19 December 23, 2022. Plaintiff Moore was a restorative nursing assistant at Defendants' location at 991
20 Clyde Ave., Santa Clara, California 95054.

21 76. Throughout her employment with Defendants, Plaintiff Moore performed her job duties
22 well.

23 77. On September 21, 2021, Plaintiff Moore slipped on urine which Defendants left on the floor
24 and sustained injuries to her back causing debilitating and chronic pain, numbness, and tingling in both of
25 her legs.

26 78. For starters, Defendants failed to properly report Plaintiff Moore's injury and failed to
27 advise Plaintiff Moore of her right to file a workers' compensation claim.

28 79. After Plaintiff Moore suffered workplace injuries, Defendants' supervisors began a pattern

1 of discrimination, harassment, and retaliation towards Plaintiff Moore to coerce Plaintiff Moore into not
2 filing a workers' compensation claim. For example, Defendants supervisors systematically and pervasively
3 verbally abused and harassed Plaintiff Moore to coerce Plaintiff Moore to resign and not file a claim for
4 workers' compensation. More specifically, Defendants' supervisor Geneva Turner would curse and yell at
5 Plaintiff Moore in front of co-workers. In addition, Defendants' supervisor Lila Varma would follow
6 Plaintiff Moore around during her purported meal and rest breaks to intimidate her and prevent her from
7 filing a workers' compensation claim. Ms. Varma also repeatedly ridiculed Plaintiff Moore for her injuries
8 to play down the significance of Plaintiff Moore's injuries.

9 80. Even further, despite Plaintiff Moore requesting that Defendants correct her timecards and
10 pay her for all hours she worked, Defendants failed and obdurately refused to do so.

11 81. After months of being denied necessary medical treatment and therapy for her workplace
12 injuries, Plaintiff Moore was finally able to file a claim for workers compensation on or about December
13 23, 2022. Due to ongoing discrimination, harassment, and retaliation and the fact that Defendants were
14 willfully withholding Plaintiff Moore's wages, Plaintiff Moore was constructive terminated by Defendants
15 on or about January 3, 2023.

16 82. The alleged discrimination, harassment, and/or retaliation against Plaintiff Moore was
17 condoned, permitted and encouraged by Defendants, and each of them, in a manner which was grossly
18 negligent, reckless, willful, malicious, and deliberately indifferent to the Plaintiff Moore's personal rights
19 to a discrimination and harassment free work environment. Accordingly, Defendants failed to prevent
20 discrimination and harassment from occurring in the workplace.

21 83. At all relevant times, Defendants were advised by skilled lawyers, employees and other
22 professionals who were knowledgeable about California wage and hour law, employment and personnel
23 practices, and the requirements of California.

24 **FACTUAL ALLEGATIONS**

25 **(With Respect to Plaintiffs and Other Aggrieved Employees)**

26 84. Through this action, Plaintiffs allege Defendants have consistently maintained and enforced
27 unlawful employment practices and policies against Plaintiffs and other Aggrieved Employees which
28 violate the Labor Code and IWC Wage Orders.

1 85. Defendants knew or should have known they had a duty to compensate Plaintiffs and other
2 Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully,
3 knowingly, and/or intentionally failed to do so to increase Defendants' profits.

4 86. Defendants committed the violations set forth in this Complaint against all Aggrieved
5 Employees, continuing through the present date. Defendants maintained non-compliant employment
6 policies and practices which were applied to Plaintiffs and all other Aggrieved Employees.

7 87. **Unpaid Wages:** Defendants knew or should have known that Plaintiffs and other Aggrieved
8 Employees were entitled to receive at least minimum wages, wages at their regular rate of pay, overtime
9 wages, and double time wages, and that they were not receiving minimum, regular, overtime, and double
10 time wages for all work that was required to be performed. During the PAGA Period, Plaintiffs and other
11 Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or 12 hours per workday and/or
12 over 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the minimum,
13 regular, overtime, and double time rate of pay to Plaintiffs and/or other Aggrieved Employees for all hours
14 worked. For example, Defendants required Plaintiffs and/or other Aggrieved Employees to complete work-
15 related tasks off the clock. Plaintiffs and/or other Aggrieved Employees were required to undergo COVID
16 screening and/or temperature checks prior to clocking into work, off the clock and uncompensated. Also,
17 Plaintiffs and/or other Aggrieved Employees were required to wait in line in order to clock into work, off
18 the clock and uncompensated. Also, Plaintiffs, and/or other Aggrieved Employees were required to
19 occasionally work off the clock, prior to clocking into work, and after clocking out of work, to assist in
20 certain situations. Additionally, Defendants rounded Plaintiffs and/or other Aggrieved Employees' hours
21 worked, thereby depriving them of wages for all hours worked at the legally mandated rates. Defendants
22 did not compensate Plaintiffs and/or other Aggrieved Employees for all hours worked because Plaintiffs
23 and/or other Aggrieved Employees were regularly on-duty during their meal and/or rest periods. Finally,
24 Defendants paid certain non-discretionary bonuses, incentives, additional pay, and other remuneration.
25 However, Defendants failed to accurately calculate the regular rate of pay by failing to include
26 remuneration when calculating the rate of pay for overtime, double time, meal and rest period premiums,
27 vacation pay, and sick pay, thereby leading to underpayment to Plaintiffs and/or other Aggrieved
28 Employees.

1 88. **Meal Period Violations:** Defendants knew or should have known that Plaintiffs and/or
2 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
3 period for every five hours of work, or payment of one additional hour of pay at their regular rate of pay
4 when they did not receive a compliant meal period. Specifically, Defendants sometimes, but not always,
5 required Plaintiffs and/or other Aggrieved Employees to work in excess of five (5) consecutive hours a day
6 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every 5 hours of
7 work, or without compensating Plaintiffs and/or other Aggrieved Employees for meal periods that were
8 not provided by the end of the fifth hour of work or tenth hour of work. Plaintiffs and/or other Aggrieved
9 Employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
10 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
11 addition, Defendants failed to authorize and permit and/or make available to that Plaintiffs and/or other
12 Aggrieved Employees second meal periods when they worked more than 10 hours. Defendants also did
13 not adequately inform Plaintiffs and/or other Aggrieved Employees of their right to take a meal period by
14 the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
15 Moreover, Defendants rounded Plaintiffs and/or other Aggrieved Employees' time punches for meal
16 periods. Accordingly, Defendants failed to provide Plaintiffs and other Aggrieved Employees with timely,
17 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than 5 hours and/or 10
18 hours in a workday, and failed to compensate Plaintiffs and other Aggrieved Employees with an additional
19 hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period.
20 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and/or other
21 Aggrieved Employees in compliance with California law.

22 89. **Rest Period Violations:** Defendants knew or should have known that Plaintiffs and other
23 Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period for every
24 four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay at their regular
25 rate of pay when they were not permitted to take a compliant rest period. Defendants sometimes, but not
26 always, required Plaintiffs and/or other Aggrieved Employees to work in excess of 4 consecutive hours a
27 day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,
28 rest period for every 4 hours of work (or major fraction of four hours), or without compensating Plaintiffs

1 and/or other Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiffs and
2 other Aggrieved Employees missed their rest breaks or had them interrupted or governed by Defendants'
3 practices and policies. Defendants also failed to adopt and implement a practice of providing third rest
4 breaks when Plaintiffs and other Aggrieved Employees worked over 10 hours. Defendants also did not
5 have adequate policies or practices to verify whether Plaintiffs and/or other Aggrieved Employees were
6 taking their required rest periods. Further, Defendants did not maintain accurate records of employee work
7 periods, and therefore Defendants cannot demonstrate that Plaintiffs and/or other Aggrieved Employees
8 took rest periods during the middle of each work period. Defendants also did not adequately inform
9 Plaintiffs and/or other Aggrieved Employees of their right to take a rest period. Further, Defendants failed
10 to compensate Plaintiffs and other Aggrieved Employees with an additional hour of pay at their regular
11 rate of pay for every day in which they suffered a rest period violation. Accordingly, Defendants' policy
12 and practice was to not authorize and permit Plaintiffs and/or other Aggrieved Employees to take rest
13 periods in compliance with California law.

14 **90. Failure to Permit Aggrieved Employees to Use Sick Pay Entitlement:** During the PAGA
15 Period, Defendants failed to permit Plaintiffs and other Aggrieved Employees to use in any calendar year
16 the employee's accrued and available sick and COVID sick leave entitlement, in an amount not less than
17 the sick leave that would be accrued during six months at the employee's then current rate of entitlement,
18 for the reasons specified in subdivision (a) of Section 246.5. Defendants also failed to process paid sick
19 leave and/or COVID sick leave at the regular rate of pay, in accordance with Section 246 *et seq.*

20 **91. Failure To Pay Vacation Wages:** During the PAGA Period, Defendants failed to pay
21 Plaintiffs and other Aggrieved Employees' vested and accrued vacation wages.

22 **92. Unreimbursed Business Expenses:** Defendants knew or should have known that Plaintiffs
23 and other Aggrieved Employees were entitled to reimbursement for their necessary work-related business
24 expenses. For example, Plaintiffs and other Aggrieved Employees were required to use their personal cell
25 phones and/or internet data to discuss work-related matters with Defendants' representatives without any
26 reimbursement. Plaintiffs and/or other Aggrieved Employees also purchased food for residents to celebrate
27 certain events, but were not reimbursed those costs. Also, Plaintiffs and/or other Aggrieved Employees
28 were sometimes required to use their personal vehicles for work purposes, but were not reimbursed

1 automobile expenses.

2 **93. Waiting Time Penalties and Untimely Payment of Wages During Employment:**

3 Defendants knew or should have known that Plaintiffs and other Aggrieved Employees who separated from
4 their employment with Defendants during the statutory period were entitled to timely payment of all wages
5 due. In violation of the Labor Code, Plaintiffs and other Aggrieved Employees did not receive payment of
6 all wages owed during employment and upon separation within the permissible time period due to, *inter*
7 *alia*, Defendants' willful failure to pay all wages (including minimum, straight time, regular, overtime, and
8 double time wages), meal and rest period premiums, and reimburse expenses.

9 **94. Wage Statement Violations:** Defendants knew or should have known that Plaintiffs and/or
10 other Aggrieved Employees were entitled to receive complete and accurate wage statements. In violation
11 of the Labor Code and IWC Wage Orders, Plaintiffs and other Aggrieved Employees were not furnished
12 with complete and accurate wage statements that show all information required by Labor Code Section 226,
13 including, but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly
14 rates in effect during the pay period, the corresponding number of minimum, straight-time, regular,
15 overtime, and/or double time hours worked at each hourly rate, correct wages for meal periods that were
16 not provided in accordance with California law, correct wages for rest periods that were not authorized and
17 permitted to take in accordance with California law, and Defendants' correct legal entity name and address,
18 and inclusive dates of pay. As a result of these violations of California Labor Code § 226(a), Plaintiffs and
19 other Aggrieved Employees suffered injury and are owed the amounts provided for in California Labor
20 Code § 226(e), including actual damages, because, among other things:

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

24 (b) the violations led them to believe that they had been paid the minimum, overtime,
25 meal period premium, and rest period premium wages, even though they had not been;

26 (c) the violations led them to believe they were not entitled to be paid minimum,
27 overtime, meal period premium, and rest period premium wages at the correct California rate, even though
28 they were;

1 (d) the violations led them to believe they had been paid minimum, overtime, meal period
2 premium, and rest period premium wages at the correct California rate even though they had not been;

3 (e) the violations hindered them from determining the amounts of minimum, overtime,
4 meal period premium, and rest period premium and business reimbursements owed to them;

5 (f) in connection with their employment before and during this action, and in connection
6 with prosecuting this action, the violations caused them to have to perform mathematical computations to
7 determine the amounts of wages and reimbursements owed to them, computations they would not have to
8 make if the wage statements contained the required accurate information;

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

12 (h) the wage statements inaccurately understated the wages, hours, and wage rates to
13 which Plaintiffs and/or other Aggrieved Employees were entitled, and Plaintiffs and/or other Aggrieved
14 Employees were paid less than the wages and wage rates to which they were entitled.

15 95. **Failure to Keep Accurate Records:** Defendants knew or should have known that
16 Defendants were required to keep accurate records of the hours worked by Plaintiffs and/or other Aggrieved
17 Employees. In violation of the Labor Code, Defendants failed to maintain accurate payroll records and
18 records of hours worked by Plaintiffs and other Aggrieved Employees as a result of Defendants' conduct,
19 acts, and/or omissions described throughout this Complaint.

20 96. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
21 willful.

22 **FIRST CAUSE OF ACTION**

23 **(Discrimination)**

24 **(Violation of Government Code §§ 12900, *et seq.*)**

25 **(Plaintiff Moore Against All Defendants)**

26 97. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
27 in this paragraph.

28 98. At all times relevant, California Government Code Section 12940, *et seq.* ("FEHA") was in

1 full force and effect and was binding on Defendants.

2 99. FEHA was intended to prevent the type of injury and damage alleged in this Complaint.
3 FEHA requires Defendants to refrain from discriminating against any employee because of the employee's
4 actual or perceived disability.

5 100. Plaintiff Moore was, at all times relevant, a member of the class of persons intended to be
6 protected by FEHA. At all times relevant, Plaintiff Moore was an individual with a physical disability, and
7 is therefore entitled to the protection of California Government Code Section 12940(a).

8 101. Plaintiff Moore's physical disability was a motivating factor in Plaintiff Moore's
9 termination from Defendants' employ, as well as their other adverse actions against Plaintiff Moore.

10 102. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
11 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of
12 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

13 103. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
14 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
15 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
16 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but Plaintiff Moore is
17 informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be
18 permanent in character.

19 104. Defendants and their managers, officers, and/or directors committed the acts alleged herein
20 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
21 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
22 Plaintiff Moore's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
23 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
24 malice. As such, Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

25 105. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
26 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

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1 **SECOND CAUSE OF ACTION**

2 **(Harassment)**

3 **(Violation of Government Code §§ 12900, *et seq.*)**

4 **(Plaintiff Moore Against All Defendants)**

5 106. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
6 set forth in this paragraph.

7 107. At all times relevant, FEHA was in full force and effect and was binding on Defendants.

8 108. FEHA was intended to prevent the type of injury and damage alleged in this Complaint.
9 FEHA requires Defendants to refrain from harassing any employee because of the employee's actual or
10 perceived disability.

11 109. Plaintiff Moore was, at all times relevant, a member of the class of persons intended to be
12 protected by FEHA. At all times relevant, Plaintiff Moore was an individual with a physical disability, and
13 is therefore entitled to the protection of California Government Code Section 12940(j)(1).

14 110. Plaintiff Moore's physical disability was a motivating factor in Defendants' supervisors
15 harassment of Plaintiff Moore, as well as their other adverse actions against Plaintiff Moore.

16 111. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
17 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of
18 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

19 112. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
20 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
21 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
22 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but Plaintiff Moore is
23 informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be
24 permanent in character.

25 113. Defendants and their managers, officers, and/or directors committed the acts alleged herein
26 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
27 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
28 Plaintiff Moore's rights. Moreover, Defendants and their managers, officers, and/or directors authorized

1 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
2 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
3 at trial.

4 114. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
5 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

6 **THIRD CAUSE OF ACTION**

7 **(Retaliation)**

8 **(Violations of Government Code §§ 12900, *et seq.* and Labor Code §§ 98.6, 232.5, 246.5, and**
9 **1102.5)**

10 **(Plaintiff Moore Against All Defendants)**

11 115. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
12 set forth in this paragraph.

13 116. At all times relevant, FEHA and the Labor Code was in full force and effect and was binding
14 on Defendants.

15 117. FEHA and Labor Code Sections 98.6, 232.5, 246.5, and 1102.5 were intended to prevent
16 the type of injury and damage alleged in this Complaint. FEHA and Labor Code Sections 98.6, 232.5,
17 246.5, and 1102.5 require Defendants to refrain from retaliating against Plaintiff Moore for protected
18 activities.

19 118. Plaintiff Moore was, at all times relevant, a member of the class of persons intended to be
20 protected by FEHA and Labor Code Sections 98.6, 232.5, 246.5, and 1102.5.

21 119. Plaintiff Moore engaged in protected conduct by complaining about discrimination and
22 harassment, unpaid wages, and denying her the right to use accrued sick leave.

23 120. Defendants terminated Plaintiff Moore's employment and took the other alleged retaliatory
24 actions.

25 121. Plaintiff Moore's protected conduct was a motivating reason for Defendants' decision to
26 terminate her and the other alleged retaliatory actions.

27 122. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
28 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of

1 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

2 123. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
3 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
4 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
5 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but Plaintiff Moore is
6 informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be
7 permanent in character.

8 124. Defendants and their managers, officers, and/or directors committed the acts alleged herein
9 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
10 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
11 Plaintiff Moore 's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
12 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
13 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
14 at trial.

15 125. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
16 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Prevent Discrimination, Harassment, and/or Retaliation)**

19 **(Violation of Government Code § 12940(k))**

20 **(Plaintiff Moore Against All Defendants)**

21 126. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
22 set forth in this paragraph.

23 127. FEHA requires an employer to take reasonable steps to prevent discrimination, harassment,
24 and/or retaliation in the workplace.

25 128. Defendants failed to take reasonable steps, and failed to prevent discrimination, harassment,
26 and/or retaliation against Plaintiff Moore, as alleged above.

27 129. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
28 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of

1 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

2 130. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
3 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
4 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
5 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but he is informed and
6 believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in
7 character.

8 131. Defendants and their managers, officers, and/or directors committed the acts alleged herein
9 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
10 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
11 Plaintiff Moore 's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
12 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
13 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
14 at trial.

15 132. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
16 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **(Failure to Provide Reasonable Accommodation)**

19 **(Violation of Government Code §§ 12940(a), (i), (m), (n))**

20 **(Plaintiff Moore Against All Defendants)**

21 133. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
22 set forth in this paragraph.

23 134. FEHA requires Defendants to provide reasonable accommodations to known disabled
24 employees.

25 135. Defendants failed to attempt any reasonable accommodation of Plaintiff Moore's known
26 disability. Defendants used Plaintiff Moore's disability and Plaintiff Moore's need to take medical or sick
27 leave as an excuse for terminating Plaintiff Moore's employment. Specifically, on about November 16,
28 2022, Defendants' supervisor Michael Li denied Plaintiff Moore the use of accrued sick pay and then

1 threatened Plaintiff Moore with termination for being absent.

2 136. Plaintiff Moore's physical disability and the need to accommodate Plaintiff Moore's
3 physical disability were motivating factors in Plaintiff Moore's termination from Defendants' employ, as
4 well as their other adverse actions against Plaintiff Moore.

5 137. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
6 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of
7 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

8 138. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
9 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
10 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
11 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but she is informed
12 and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent
13 in character.

14 139. Defendants and their managers, officers, and/or directors committed the acts alleged herein
15 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
16 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
17 Plaintiff Moore 's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
18 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
19 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
20 at trial.

21 140. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
22 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

23 **SIXTH CAUSE OF ACTION**

24 **(Failure to Engage in the Interactive Process)**

25 **(Violation of Government Code §§ 12940(a), (i), (m), (n))**

26 **(Plaintiff Moore Against All Defendants)**

27 141. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
28 set forth in this paragraph.

1 142. FEHA requires Defendants to engage in a timely, good faith interactive process to
2 accommodate known disabled employees.

3 143. Defendants failed to engage in a timely, good-faith interactive process with Plaintiff Moore
4 to accommodate her known physical disability. Rather, Defendants terminated Plaintiff Moore's
5 employment because of her physical disability.

6 144. Plaintiff Moore's physical disability and the need to accommodate her physical disability
7 were motivating factors in Plaintiff Moore's termination from Defendants' employ, as well as their other
8 adverse actions against Plaintiff Moore. For example, on or about November 16, 2022, Michael Li
9 improperly denied Ms. Moore the use of accrued sick pay and threatened her with termination for being
10 absent.

11 145. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
12 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of
13 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

14 146. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
15 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
16 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
17 nature, duration, and extent of said injuries is presently unknown to Plaintiff, but he is informed and
18 believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in
19 character.

20 147. Defendants and their managers, officers, and/or directors committed the acts alleged herein
21 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
22 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
23 Plaintiff Moore's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
24 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
25 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
26 at trial.

27 148. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
28 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

1 **SEVENTH CAUSE OF ACTION**

2 **(CFRA Leave Retaliation)**

3 **(Violation of Government Code §§ 12900, *et seq.*)**

4 **(Plaintiff Moore Against All Defendants)**

5 149. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
6 set forth in this paragraph.

7 150. At all times relevant, the FEHA was in full force and effect and was binding on Defendants.

8 151. Defendants' conduct, as alleged, violated FEHA by:

9 (a) Interfering with, restraining, or denying the exercise of, or the attempt to
10 exercise, Plaintiff taking protected CFRA leave and/or other protected characteristics, in violation of
11 Government Code Section 12940(t);

12 (b) Taking adverse employment actions against the Plaintiff Moore, such as
13 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise
14 discriminating against Plaintiff Moore, in whole or in part on the basis of Plaintiff's taking protected
15 CFRA leave, in violation of Government Code Sections 12940(a), 12940(h), and 12945.2(1);

16 (c) Retaliating against Plaintiff Moore for seeking to exercise rights guaranteed
17 under FEHA and/or opposing Defendants' failure to provide such rights, in whole or in part on the basis
18 of Plaintiff Moore's taking protected CFRA leave, in violation of Government Code Sections 12940(a),
19 12940(h), and 12945.2(1); and/or

20 (d) Failing to provide Plaintiff Moore with requisite statutory leave, violating
21 notice and/or other procedural requisites of leave, and/or retaliating against Plaintiff Moore for taking
22 leave, in violation of Government Code Section 12945.2.

23 152. Plaintiff Moore's CFRA leave was a motivating factor in Plaintiff Moore's termination from
24 Defendants' employ, as well as their other adverse actions against Plaintiff Moore.

25 153. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
26 Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of
27 earnings and future earning capacity, and other pecuniary loss not presently ascertained.

28 154. As a further direct and legal result of the acts and conduct of Defendants, and each of them,

1 Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental
2 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
3 nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but she is informed
4 and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent
5 in character.

6 155. Defendants and their managers, officers, and/or directors committed the acts alleged herein
7 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
8 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
9 Plaintiff Moore 's rights. Moreover, Defendants and their managers, officers, and/or directors authorized
10 or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
11 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
12 at trial.

13 156. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs,
14 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

15 **EIGHTH CAUSE OF ACTION**

16 **(Interference with CFRA Leave)**

17 **(Violation of Government Code §§ 12900, *et seq.*)**

18 **(Plaintiff Moore Against All Defendants)**

19 157. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
20 set forth in this paragraph.

21 158. Government Code Section 12945.2(t) provides that it is an unlawful employment practice
22 in California for an employer to "interfere with, restrain, or deny the exercise of, or the attempts to exercise,
23 any right provided under this section."

24 159. Defendants interfered with, restrained, and/or otherwise denied Plaintiff Moore her right
25 and/or attempt to exercise her right to take protected CFRA leave.

26 160. Defendants' conduct, as alleged, violated FEHA by interfering with, restraining, and/or
27 denying Plaintiff Moore's right, and/or attempt to exercise her right, to take protected CFRA leave, in
28 violation of Government Code Section 12945.2(t).

161. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff Moore has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

162. As a further direct and legal result of the acts and conduct of Defendants, and each of them, Plaintiff Moore has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff Moore, but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

163. Defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff Moore 's rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof at trial.

164. Pursuant to Government Code Section 12965(b), Plaintiff Moore is entitled to recover costs, including reasonable attorneys' fees and expert witness fees, according to proof at trial.

NINTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

(Plaintiff Moore Against All Defendants)

165. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

166. California law prohibits persons from intentionally or recklessly causing another emotional distress.

167. Defendants intentionally or recklessly caused Plaintiff Moore severe emotional distress.

168. Defendants' conduct was outrageous.

169. Plaintiff Moore suffered harm as a result of Defendants' conduct.

1 170. Defendants and their managers, officers, and/or directors committed the acts alleged herein
2 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
3 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
4 Plaintiff Moore's rights. Moreover, Defendants and their managers, officers, and/or directors authorized or
5 ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
6 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
7 at trial.

8 **TENTH CAUSE OF ACTION**

9 **(Wrongful Termination in Violation of Public Policy)**

10 **(Plaintiff Moore Against All Defendants)**

11 171. Plaintiff Moore incorporates by reference each of the preceding paragraphs as though fully
12 set forth in this paragraph.

13 172. There is a strong and well defined public policy against disability discrimination, CFRA
14 leave retaliation, and workers' compensation claim retaliation in California.

15 173. Defendants terminated Plaintiff Moore's employment in violation of these public policies.

16 174. Plaintiff Moore was harmed as a result of Defendants' conduct.

17 175. Defendants and their managers, officers, and/or directors committed the acts alleged herein
18 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff Moore and
19 acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of
20 Plaintiff Moore's rights. Moreover, Defendants and their managers, officers, and/or directors authorized or
21 ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
22 malice. As such, Plaintiff Moore is entitled to recover punitive damages in an amount according to proof
23 at trial.

24 176. Pursuant to Labor Code Section 218.5, Plaintiff Moore is entitled to recover costs, including
25 reasonable attorneys' fees, according to proof at trial.

26 ///

27 ///

28 ///

ELEVENTH CAUSE OF ACTION

(Failure to Pay All Wages)

(Both Plaintiffs Against All Defendants)

177. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth in this paragraph.

178. At all relevant times, Defendants had a duty to comply with Labor Code Sections 204, 206, 210, 221, 223, 224, 226.2, 227.3, 246, 510, 511, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and the applicable IWC Wage Orders and California Code of Regulations.

179. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

180. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

181. Labor Code Section 210 provides:

every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or pursuant to Section 98.3.

182. Labor Code Section 221 provides “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

183. Labor Code Section 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

184. Labor Code Section 224 prohibits any deduction from an employee’s wages which is not

1 either authorized by the employee in writing or permitted by law.

2 185. Labor Code Section 227.3 requires employers to pay terminated employees for their unused
3 paid vacation time at their final rate of pay.

4 186. Labor Code Section 246 requires employers to provide and allow employees to use at least
5 24 hours, or three days, of paid sick leave per year.

6 187. At all times relevant, Labor Code Section 510, and applicable sections of the California
7 Code of Regulations and the IWC Wage Orders applied to Plaintiffs' work with Defendants and continue
8 to apply to Class Members' employment with Defendants. Labor Code Section 510 and applicable
9 provisions of the California Code of Regulations and IWC Wage Orders state that any work performed in
10 excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times
11 the employee's regular rate of pay. Any work performed in excess of 12 hours in a workday must be
12 compensated at the rate of no less than twice the regular rate of pay for an employee.

13 188. Labor Code Section 558 provides "[a]ny employer or other person acting on behalf of an
14 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
15 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
16 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
17 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
18 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
19 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
20 Wages recovered pursuant to this section shall be paid to the affected employee."

21 189. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to all
22 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
23 minimum wage rates that must be paid to employees for all hours worked in those locales where each local
24 ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than the state or local
25 minimum wage, whichever is higher, for any hour of work.

26 190. Labor Code Section 1194 provides that any employee receiving less than the legal minimum
27 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action
28 the unpaid balance of the full amount of the minimum wage or overtime compensation, including interest

thereon, reasonable attorney's fees, and costs of suit.

191. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

192. Labor Code Section 1197 provides that the minimum wage for employees fixed by the commission is the minimum wage to be paid to the employees, and the payment of a less wage than minimum so fixed is unlawful.

193. Labor Code Section 1198 prohibits employers from employing for longer hours or less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the Labor Commissioner. Additionally, Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

194. "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.

195. Plaintiffs are informed, believe, and thereon allege that at all relevant times, Plaintiffs regularly worked more than eight (8) hours, 10, and/or 12 hours per workday, more than 40 hours per workweek, and/or more than eight (8) hours on the seventh consecutive day of work.

196. Plaintiffs are informed, believe, and thereon allege that at all relevant times, Defendants knowingly failed to pay Plaintiffs all wages for hours worked (including minimum, regular, overtime, and double time wages, sick pay, and vacation pay), failed to pay overtime, double time, sick pay, and vacation pay at the proper rates of pay, auto-deducted and rounded meal periods, rounded employee time, unlawfully deducted wages, and required off-the-clock work without compensation, among other things.

197. Specifically, Defendants failed to pay Plaintiff Moore for reporting time and illegally erased reporting time punches on November 1, 2022 and November 11, 2022. In addition, on or about November 16, 2022, Defendants denied Plaintiff Moore the use of accrued sick pay in violation of California law. Moreover, Defendants also failed to timely pay Plaintiff Moore all her COVID sick pay.

198. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have sustained and continue to sustain damages, including loss of earnings including minimum, regular, overtime, and double time compensation due, in an amount to be established at trial, plus prejudgment interest, attorneys'

1 fees, costs, liquidated (double) damages, and penalties pursuant to statute.

2 199. By failing to keep adequate time records required by Labor Code Section 1174(d),
3 Defendants have made it difficult to calculate the full extent of minimum wage and overtime compensation
4 due Plaintiffs.

5 200. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct
6 described herein, have committed an “intentional theft of wages in an amount greater than nine hundred
7 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
8 aggregate from two or more employees...in any consecutive 12-month period” within the meaning of
9 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiffs of
10 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
11 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
12 benefits, or other compensation is due to Plaintiffs under the law. Plaintiffs are thus entitled to recover from
13 Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal
14 Code Section 496(c).

15 **TWELFTH CAUSE OF ACTION**

16 **(Meal Period Violations)**

17 **(Both Plaintiffs Against All Defendants)**

18 201. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth
19 in this paragraph.

20 202. Under California law, Defendants have an affirmative obligation to relieve Plaintiffs of all
21 duty in order to take their first daily meal periods no later than the start of Plaintiffs’ sixth hour of work in
22 a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the
23 workday. Labor Code Section 512(a) and Section 11 of the applicable IWC Wage Orders prohibit
24 employers from employing any person for a work period of more than five (5) hours without a meal period
25 of not less than thirty (30) uninterrupted minutes. Further, employers may not employ an employee for a
26 work period of more than ten (10) hours per day without providing the employee with a second meal period
27 of not less than thirty (30) minutes. Additionally, it is a violation of California Labor Code Section 226.7
28 for an employer to require any employee to work during any meal period mandated under any IWC Wage

1 Order.

2 203. At all relevant times, Plaintiffs regularly worked more than five (5) hours and 10 hours per
3 workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiffs' meal
4 periods were late, interrupted, short, and/or on-duty. For example, Plaintiff Moore had her purported meal
5 periods interrupted by Defendants' supervisors, including Ms. Varma.

6 204. Defendants failed to pay Plaintiffs meal period premiums at the regular rate of pay for
7 noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

8 205. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiffs to
9 take meal breaks pursuant to Labor Code Section 512(a). As a result, Defendants are liable to Plaintiffs for
10 premium compensation of one hour of pay at the employee's regular rate for each workday that the meal
11 period was not provided pursuant to Labor Code Section 226.7, plus interest thereon, according to proof at
12 trial.

13 206. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct
14 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
15 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
16 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
17 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiffs of
18 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
19 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
20 benefits, or other compensation is due to Plaintiffs under the law. Plaintiffs are informed, believe, and
21 thereon allege that meal period premiums are wages, gratuities, benefits, or other compensation within the
22 meaning of California Penal Code Section 487m. Plaintiffs are thus entitled to recover from Defendants
23 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section
24 496(c).

25 **THIRTEENTH CAUSE OF ACTION**

26 **(Rest Period Violations)**

27 **(Both Plaintiffs Against All Defendants)**

28 207. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth

1 in this paragraph.

2 208. California law and applicable IWC Wage Orders require employers to authorize and permit
3 all employees to take uninterrupted rest periods of 10 minutes each for each 4-hour period worked. Thus,
4 for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest
5 breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break
6 laws. It is a violation of Labor Code Section 226.7 for an employer to require any employee to work during
7 any rest period mandated under any IWC Wage Order. The rest period time shall be based on the total
8 hours worked daily at the rate of 10 minutes net rest time per four hours or major fraction thereof.

9 209. During the relevant time period, Defendants failed to provide compliant rest breaks.
10 Specifically, Plaintiffs had their rest breaks on-duty, interrupted, missed, or shortened. Consequently,
11 Plaintiffs did not receive a 10-minute rest period for every four (4) hours worked or major fraction thereof.

12 210. During the relevant time period, Defendants failed to pay Plaintiffs rest period premiums at
13 the regular rate of pay for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the
14 applicable IWC Wage Order.

15 211. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiffs to
16 take rest periods pursuant to California law. For example, Plaintiff Moore had her purported rest periods
17 interrupted by Defendants' supervisors, including Ms. Varma. As a result, Defendants are liable to
18 Plaintiffs for premium compensation of one hour of pay at the employee's regular rate for each workday
19 that the rest period was not provided pursuant to Labor Code Section 226.7, plus interest thereon, in an
20 amount to be established at trial.

21 212. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct
22 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
23 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
24 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
25 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiffs of
26 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
27 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
28 benefits, or other compensation is due to Plaintiffs under the law. Plaintiffs are informed, believe, and

1 thereon allege that rest period premiums are wages, gratuities, benefits, or other compensation within the
2 meaning of California Penal Code Section 487m. Plaintiffs are thus entitled to recover from Defendants
3 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section
4 496(c).

5 **FOURTEENTH CAUSE OF ACTION**

6 **(Failure to Reimburse Business Expenses)**

7 **(Both Plaintiffs Against All Defendants)**

8 213. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth
9 in this paragraph.

10 214. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800 and
11 2802. Defendants failed to comply with these indemnification and reimbursement requirements with
12 respect to Plaintiffs.

13 215. Labor Code Section 2800 requires employers to indemnify employees for losses caused by
14 the employer's want of ordinary care. To the extent Defendants claim that Plaintiffs failed to request,
15 demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated
16 to nevertheless indemnify Plaintiffs due to their own negligence.

17 216. Labor Code Section 2802(a) requires that employers indemnify and reimburse employees
18 for all business expenses, which are defined as all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on
20 the employee's obedience to the employer's directions. Labor Code Section 2802(b) authorizes employees
21 to recover in a court action interest which shall accrue from the date on which the employee incurred the
22 necessary expenditure or loss. Labor Code Section 2802(c) authorizes employees, who to enforce their
23 right to reimbursements under Labor Code Section 2802, to also recover attorneys' fees and costs.

24 217. Defendants failed to pay and indemnify Plaintiffs for their necessary expenditures and losses
25 incurred in direct consequence of the discharge of Plaintiffs' duties or of Plaintiffs' obedience to
26 Defendants' directions, including but not limited to Plaintiffs' use of their personal cellular phone and/or
27 data, food expenses, and personal vehicle expenses.

28 218. As a result of Defendants' failure to indemnify and reimburse Plaintiffs for all business and

1 work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections 2800 and
2 2802, Plaintiffs are entitled to recover the full unreimbursed balance of reimbursements, expenditures and
3 losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs according to proof
4 at trial.

5 **FIFTEENTH CAUSE OF ACTION**

6 **(Wage Statement Violations)**

7 **(Both Plaintiffs Against All Defendants)**

8 219. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth
9 in this paragraph.

10 220. Labor Code Section 226(a) requires employers, at the time of each payment of wages, to
11 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages earned;
12 (2) the total hours worked by the employee; (3) the number of piece-rate units earned and any applicable
13 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made
14 on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the
15 inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her
16 social security number (last four digits) or an employee identification number other than a social security
17 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates
18 in effect during the pay period and the corresponding number of hours worked at each hourly rate by the
19 employee. Labor Code Section 1174 further requires that such payroll records be kept in a central location.

20 221. Labor Code Section 226(e) further provides that if an employer knowingly and intentionally
21 fails to provide a statement itemizing, among other things, the total hours worked by the employee, then
22 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
23 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
24 (\$4,000).

25 222. As alleged above, Defendants have intentionally and willfully failed to pay all wages,
26 reimbursements, and premiums. Thus, Defendants have knowingly and intentionally failed to comply with
27 the Labor Code on each and every wage statement that should have been provided to Plaintiffs by failing
28 to provide itemized wage statements to Plaintiffs that accurately reported, among other things, the true

gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, and Defendants' correct legal entity name and address, and inclusive dates of pay.

223. By failing to keep accurate records and provide such records to Plaintiffs as required by Labor Code Sections 226(a) and 1174, Defendants have intentionally injured Plaintiffs and made it difficult to calculate the unpaid wages earned and due to Plaintiffs. As a result of this unlawful burden, Plaintiffs were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations. Moreover, Defendants' failure to comply with Labor Code Section 1174 is unlawful under Labor Code Section 1175.

224. Because of Defendants' willful failure to provide Plaintiffs with accurate records as required by Labor Code Section 226(a), Plaintiffs are entitled to actual damages under Labor Code Section 226(e) according to proof at trial. Plaintiffs are also entitled to injunctive relief, as well as an award of attorneys' fees and costs to ensure compliance, pursuant to California Labor Code Section 226(h).

SIXTEENTH CAUSE OF ACTION

(Waiting Time Penalties and Failure to Timely Pay Wages During Employment)

(Both Plaintiffs Against All Defendants)

225. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth in this paragraph.

226. Labor Code Sections 201 and 202 require that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge as required under Labor Code Sections 201 and 202, then the wages of the employee shall

1 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days. Furthermore, Labor Code
3 Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled
4 paydays at least twice during each calendar month, on days designated in advance by the employer as the
5 regular paydays. All wages in earned in excess of the normal work period must be paid no later than the
6 payday for the next regular payroll period. Labor Code Section 210 provides for penalties for such
7 violations.

8 227. During employment and at the time of Plaintiffs' termination of employment, Plaintiffs had
9 unpaid wages, reimbursements, and premium pay for missed meal and rest periods outstanding.

10 228. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay Plaintiffs
11 compensation owed timely during employment under Labor Code Section 204, and upon termination of
12 employment under Labor Code Section 201. Plaintiffs' employment with Defendants terminated but
13 Defendants failed to pay Plaintiffs any of the unpaid wages, reimbursements, and premiums due and owing
14 to Plaintiffs at the time of Plaintiffs' termination. As a result, Defendants are liable to Plaintiffs for waiting
15 time penalties under Labor Code Section 203, at their regular hourly rate of pay and up to 30-day maximum,
16 according to proof at trial. Defendants are also liable to Plaintiffs for penalties under Labor Code Section
17 210.

18 229. Pursuant to Labor Code Sections 218.5, 218.6, and 1194, Plaintiffs are also entitled to an
19 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

20 **SEVENTEENTH CAUSE OF ACTION**

21 **(Failure to Permit Inspection or Copying of Records)**

22 **(Plaintiff Moore Against All Defendants)**

23 230. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
24 in this paragraph.

25 231. Labor Code Sections 226(b) and (c) require an employer to afford current and former
26 employees the right to inspect or copy records pertaining to that current or former employee, upon
27 reasonable request to the employer, as soon as practicable, but no later than 21 calendar days from the date
28 of the request.

232. Labor Code Sections 1198.5(a) and (b) require that within 30 days of an employer's receipt of a request, an employer afford every current and former employee the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

233. Plaintiff Moore made written requests to Defendants for her wage records pursuant to Labor Code Sections 226 and 1198.5.

234. Defendants did not timely respond and did not timely permit Plaintiff Moore to inspect or copy any wage records or Plaintiff Moore's personnel file. As a proximate result of these violations, Plaintiff Moore has been damaged in amounts to be established at trial. Pursuant to Labor Code Sections 226(f) and 1198.5, Plaintiff Moore is entitled to recover penalties for a minimum of \$1,500 and an award of reasonable attorneys' fees and costs in connection with her claims for these civil penalties.

235. Plaintiff Moore is also entitled to attorneys' fees and costs under Code of Civil Procedure Section 1021.5.

EIGHTEENTH CAUSE OF ACTION

(Unfair Business Practices)

(Both Plaintiffs Against All Defendants)

236. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth in this paragraph.

237. The Unfair Competition Law as codified in Business and Professions Code Sections 17200, *et seq.* (“UCL”) defines unfair business competition to include any “unlawful, unfair or fraudulent” act or practice.

238. A business act or practice is “illegal” under the UCL if it violates any statute, regulation, or ordinance.

239. A business practice is “unfair” under the UCL if the reasons, justifications, and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

240. A business act or practice is “fraudulent” under the UCL if it is “likely to deceive” members of the general public.

241. Defendants, and each of them, are “persons” as defined under the UCL Section 17201.

1 242. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful failure to pay
2 all minimum wages and overtime, timely pay wages, provide meal and rest periods or compensation,
3 maintain accurate payroll records and records of all hours worked, provide accurate itemized wage
4 statements, reimburse expenses, among other things, are violations of, among other things, the Labor Code;
5 are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive,
6 fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices
7 in violation of the UCL.

8 243. Plaintiff Moore is informed, believes, and thereon alleges that Defendants' acts in violation
9 of FEHA constitute violations of the UCL.

10 244. Defendants' failure to pay Plaintiffs in a lawful manner as set forth above and below is
11 fraudulent and deceptive and constitutes an ongoing and continuous unfair business practice within the
12 meaning of the UCL. Members of the public have been deceived in the past, and will be in the future
13 continue to be deceived, by these continuous unfair business practices. Plaintiffs seek to enforce important
14 rights affecting the public interest within the meaning of California Code of Civil Procedure Section
15 1021.5.

16 245. The illegal conduct alleged in this Complaint is continuing, and there is no indication that
17 Defendants will not continue such activity in the future. Plaintiffs allege that if Defendants are not enjoined
18 from their illegal conduct, they will continue to fail to provide rest periods and meal breaks or provide
19 appropriate compensation in-lieu thereof.

20 246. By and through their unfair, unlawful, and/or fraudulent business practices described herein,
21 Defendants have obtained valuable property, money, and services from Plaintiffs and have deprived
22 Plaintiffs of valuable rights and benefits guaranteed by law, to Plaintiffs' detriment. Plaintiffs have suffered
23 monetary injury as a direct result of Defendants' wrongful conduct.

24 247. Plaintiffs are entitled to, and do, seek a declaration that the above-described business
25 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of
26 them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices
27 in the future.

28 248. A request for injunctive relief, restitution and for the disgorgement of unlawfully earned

profits during a period that commences four years prior to the filing of this complaint is specifically authorized by the UCL. Plaintiffs are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution. Thus, on behalf of themselves and the general public, Plaintiffs seek injunctive relief, restitution, and the disgorgement of all unlawfully earned profits as a result of Defendants' alleged acts or omissions described in this Complaint. Furthermore, Plaintiffs request attorneys' fees and costs pursuant to Code of Civil Procedure Section 1021.5.

249. Plaintiffs have no plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiffs suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. Plaintiffs are informed, believe, and thereon allege that unless restrained and ordered to pay restitution and disgorge profits derived from said unfair and unlawful business practices, Defendants will continue to engage in the alleged acts and/or omissions described in this Complaint.

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

NINETEENTH CAUSE OF ACTION

Violation of the Private Attorneys General Act of 2004

(Cal. Lab. Code §§ 2698, *et seq.*)

(Both Plaintiffs and/or Other Aggrieved Employees Against All Defendants)

251. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth in this paragraph.

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

253. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, can 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 Labor Code Section 2699.3.

254. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to have been

1 violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have
2 passed without notice from the LWDA.

3 255. On May 8, 2023, Plaintiff Kilgore gave written notice of the specified provisions alleged to
4 have been violated, including the facts and theories to support the alleged violations, as required by Labor
5 Code Section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA
6 by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days
7 have passed since Plaintiff Kilgore submitted the PAGA notice to the LWDA without notice from the
8 LWDA. Accordingly, Plaintiff Kilgore has exhausted the procedural requirements under Labor Code
9 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself
10 and all other Aggrieved Employees under PAGA.

11 256. On June 12, 2023, Plaintiff Moore gave written notice of the specified provisions alleged to
12 have been violated, including the facts and theories to support the alleged violations, as required by Labor
13 Code Section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA
14 by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days
15 have passed since Plaintiff Moore submitted the PAGA notice to the LWDA without notice from the
16 LWDA. Accordingly, Plaintiff Moore has exhausted the procedural requirements under Labor Code
17 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself
18 and all other Aggrieved Employees under PAGA.

19 257. For all provisions of the Labor Code except those for which a civil penalty is specifically
20 provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100)
21 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
22 each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these
23 provisions of the Labor Code.

24 258. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties for
25 any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3,
26 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210,
27 and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5),
28 inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.3, 226.7, 227, 227.3, 230, 230.1,

230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2699(f)(2), 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

259. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

260. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

261. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
2 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
3 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided
4 for in this section are in addition to any other penalty provided by law.”

5 262. Pursuant to Labor Code Section 1174.5, any person, including any entity, employing labor
6 who willfully fails to maintain accurate and complete records required by Labor Code Section 1174 is
7 subject to a penalty under Labor Code Section 1174.5. Labor Code Section 1174.5 provides a \$500 penalty
8 for an employer’s failure to maintain accurate and complete payroll records showing the hours worked
9 daily by and the wages paid to employees. Pursuant to the applicable IWC Order Section 7(A)(3), every
10 employer shall keep time records showing when the employee begins and ends each work period. Meal
11 periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC
12 Order Section 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable
13 rates of pay.

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

27 264. Defendants’ conduct with respect to Plaintiffs and other Aggrieved Employees violates
28 numerous Labor Code sections including, but not limited to, the following:

1 (a) Violation of Labor Code Sections 201-204, 206, 210, 223, 227.3, 246, 510, 558,
2 1194, 1197, 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including
3 minimum, regular, overtime, and double time wages, sick pay, and vacation pay) owed to Plaintiffs and
4 other Aggrieved Employees during employment and upon separation of employment;

5 (b) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiffs and/or
6 Aggrieved Employees less than the statutory or contractual rate;

7 (c) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods
8 to Plaintiffs and/or other Aggrieved Employees and failure to pay premium wages for missed meal periods;

9 (d) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to Plaintiffs
10 and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

11 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
12 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiffs and/or other
13 Aggrieved Employees used paid sick time, or by dividing the Plaintiffs and/or other Aggrieved Employees'
14 total wages, not including overtime premium pay, by the Plaintiffs and/or other Aggrieved Employees'
15 total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code
16 Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

17 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiffs and/or
18 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiffs and/or Aggrieved
19 Employees vested vacation wages;

20 (g) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business
21 expenses to Plaintiffs and/or other Aggrieved Employees;

22 (h) Violation of Labor Code Sections 233 and 234 for failure to permit Plaintiffs and/or
23 Aggrieved Employees to use their accrued and available sick leave entitlement;

24 (i) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
25 itemized wage statements to Plaintiffs and/or other Aggrieved Employees;

26 (j) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
27 records regarding the employment of Plaintiffs and/or other Aggrieved Employees;

28 (k) Violation of Labor Code Sections 98.6, 232.5(c), and 1102.5 for retaliating against

1 Plaintiffs and other Aggrieved Employees for engaging in quintessential protected activity; and

2 (l) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

3 265. As set forth above, Defendants have violated numerous provisions of the Labor Code
4 regulating hours and days of work as well as the IWC Wage Orders.

5 266. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiffs, on behalf of
6 themselves, other Aggrieved Employees, and the State of California, are entitled to recover civil penalties,
7 in addition to other remedies, for the foregoing Labor Code violations, according to proof at trial.

8 267. Pursuant to Labor Code Sections 2699(g) and 2802(c) and Code of Civil Procedure Section
9 1021.5, Plaintiffs are entitled to attorneys' fees and costs incurred herein.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

- 12 1. For general damages, according to proof at trial;
- 13 2. For compensatory damages, according to proof at trial;
- 14 3. For loss of earnings and other economic or pecuniary damages, according to proof at trial;
- 15 4. For prejudgment interest on all sums recovered pursuant to other compensatory damages at
16 the legal rate from the date of injury or pursuant to Code of Civil Procedure Sections 3287 and 3289,
17 and Labor Code Section 218.6;
- 18 5. For exemplary and punitive damages in an amount sufficient to deter Defendants, according
19 to proof at trial;
- 20 6. For treble damages pursuant to Penal Code Section 496(c), according to proof at trial;
- 21 7. For waiting time penalties under Labor Code Section 203;
- 22 8. For liquidated damages under Labor Code Section 1194.2;
- 23 9. For statutory penalties to the extent permitted by law, including those under the Labor Code
24 and IWC Wage Orders;
- 25 10. For attorneys' fees under Labor Code Sections 218.5, 226, 1194, and 2802, Code of Civil
26 Procedure Section 1021.5, Government Code Section 12965(b), Penal Code Section 496(c), and any
27 other applicable provisions of law;
- 28 11. For costs of suit incurred; and

12. For such other and further relief as the Court may deem just and proper

WHEREFORE, Plaintiffs, on behalf of themselves and the Aggrieved Employees, pray for judgment against Defendants, jointly and severally, as follows:

13. For civil penalties against Defendants on behalf of all Aggrieved Employees and the State of California pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

14. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Sections 2699(g), 2802(c) and CCP Section 1021.5; and

15. For such other relief as the Court deems just and proper.

Dated: November 21, 2024

MOON LAW GROUP, PC

By:



Kane Moon

Allen Feghali

Charlotte Mikat-Stevens

Attorneys for Plaintiff Jeffrey Adam Kilgore

Dated: November 21, 2024

MANAHAN O'DELL, LLP

By:

Shaheen A. Etemadi

Amanda E. Manahan

Shaheen A. Etemadi

Attorneys for Plaintiff Haley Moore

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs demand a trial by jury on all issues so triable.

3
4 Dated: November 21, 2024

MOON LAW GROUP, PC

5 By: 
6 Kane Moon
7 Allen Feghali
8 Charlotte Mikat-Stevens
9 Attorneys for Plaintiff Jeffrey Adam Kilgore

10
11 Dated: November 21, 2024

MANAHAN O'DELL, LLP

12 By: Shaheen A. Etemadi
13 Amanda E. Manahan
14 Shaheen A. Etemadi
15 Attorneys for Plaintiff Haley Moore
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1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On November 21, 2024, I served the foregoing document
8 described as:

9 **SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT**

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

11 **Manahan O'Dell LLP**

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*Attorneys for Defendants Sunbridge
Braswell Enterprises, LLC*

29 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
30 accept electronic service, I caused the documents to be sent to the persons at the electronic
31 service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

34 Executed on November 21, 2024, at Los Angeles, California.

35 Janelle Jickain

36 Name

37 Signature

