

Sam Kim [SBN 258467]
Yoonis Han [SBN 256151]
VERUM LAW GROUP, APC
360 N. Pacific Coast Hwy, Suite 1025
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010
skim@verumlg.com
yhan@verumlg.com

Attorneys for Plaintiffs SYNTHIA CASTILLO GARCIA,
LIZ ADRIANA CHAVEZ, and all other similarly situated persons

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SYNTHIA CASTILLO GARCIA, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KALAVERAS RC INC, a California
corporation, and DOES 1-20, inclusive,

Defendants.

Case No. CIVSB2315395

Assigned for All Purposes to:

The Hon. Christian Towns

Dept.: S-26

**SECOND AMENDED CLASS ACTION
COMPLAINT**

- 1) Recovery of Unpaid Wages;
- 2) Recovery of Unpaid Overtime Wages;
- 3) Failure to Provide Meal Periods;
- 4) Failure to Provide Rest Periods;
- 5) Unlawful Deductions from Wages;
- 6) Failure to Timely Furnish Accurate Wage Statements;
- 7) Violations of Labor Code § 203 *et seq.*; and
- 8) Unfair Business Practices; and
- 9) Violation of California Labor Code Private Attorney General Act, Labor Code §2699 *et seq.*

JURY TRIAL DEMANDED

1 ZACHARY M. CROSNER, ESQ. (SBN 272295)

2 zach@crosnerlegal.com

3 JAMIE SERB, ESQ. (SBN 289601)

4 jamie@crosnerlegal.com

5 SEPIDEH ARDESTANI, ESQ (SBN 274259)

6 **CROSNER LEGAL, PC**

7 9440 Santa Monica Blvd. Suite 301

8 Beverly Hills, CA 90210

9 Tel: (866) 276-7637

10 Fax: (310) 510-6429

11 Attorneys for Plaintiff GILBERT GARCIA, and all other similarly situated persons

12 Todd M. Friedman (SBN 216752)

13 Adrian R. Bacon (SBN 280332)

14 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**

15 21031 Ventura Blvd., Suite 340

16 Woodland Hills, CA 91364

17 Phone: 323-306-4234

18 Fax: 866-633-0228

19 tfriedman@toddfllaw.com

20 abacon@toddfllaw.com

21 Attorneys for Plaintiff ERIK NOLASCO, and all other similarly situated persons

22 Adib Assassi (SBN 301036)

23 Veronica Cruz (SBN318648)

24 **Assassi & Cruz Law Firm, PC**

25 1100 Town and Country Rd.

26 Orange, CA 92868

27 Telephone: (949) 688-6009

28 veronica@aclegalteam.com

adib@aclegalteam.com

Attorneys for Plaintiff ERIK NOLASCO, and all other similarly situated persons

1 Plaintiffs SYNTHIA CASTILLO GARCIA (“Plaintiff CASTILLO”), LIZ ADRIANA
2 CHAVEZ (“Plaintiff CHAVEZ”), GILBERT GARCIA (“Plaintiff GARCIA”), and ERIK
3 NOLASCO (“Plaintiff NOLASCO”) (collectively, “Plaintiffs”), as individuals on behalf of
4 themselves, and all others similarly situated, including all other aggrieved employees, hereby file
5 this Complaint against defendants KALAVERAS RS INC, KALAVERAS-COV INC,
6 KALAVERAS-MON INC, KALAVERAS MV INC, KALAVERAS-NH INC, KALAVERAS-
7 SBO INC, KALAVERAS PD INC, KALAVERAS RC INC, KALAVERAS SL INC,
8 KALAVERAS BB INC., KALAVERAS LH, INC., KALAVERAS SA INC., KALAVERAS
9 CVSA, ISAIAS OCAMPO BRITO, and DOES 1 to 20 (collectively, “Defendants”). Plaintiffs
10 are informed and believe, and on the basis of that information and belief, allege as follows:

11 **I.**

12 **INTRODUCTION**

13 1. This is a civil action seeking recovery of unpaid monies, wages and penalties for
14 Defendants’ violations of California Labor Code (“Labor Code”) §1194, et seq., Labor
15 Code §200, et seq., Labor Code §500, et seq., California Business and Professions
16 Code (“B&PC”) § 17000 et seq. and §17200, et seq., the applicable IWC Wage Order(s) issued
17 by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Order(s)”) and
18 related common law principles.

19 2. Plaintiffs’ action seeks monetary damages, including full restitution from
20 Defendants as a result of Defendants’ unlawful, fraudulent and unfair business practices.

21 3. The acts complained of herein occurred, occur and will occur, at least in part,
22 within the time period from four (4) years preceding the filing of the original Complaint herein,
23 up to and through the time of trial for this matter (hereinafter, the “relevant time period”).

24 **RELEVANT JOB TITLES**

25 4. The relevant job titles in this action are:

- 26 a. Defendants’ California-based non-exempt employees during the relevant time
27 period.
28

5. The obligations and responsibilities of Defendants' non-exempt positions are virtually identical from region to region, district to district, location to location, and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

6. Plaintiffs seek to represent, “All current and former non-exempt employees, who work or worked for Defendants during the relevant time period” (“Class Members”).

SUMMARY OF CLAIMS

7. With regard to Class Members and all aggrieved employees, Defendants have:

- a. Failed to pay state-mandated minimum wages for all hours worked;
- b. Failed to pay overtime wages for all overtime hours worked;
- c. Failed to provide meal periods;
- d. Failed to provide paid rest periods;
- e. Unlawfully made deductions from wages;
- f. Failed to timely furnish accurate itemized wage statements;
- g. Violated *Labor Code* §203; and
- h. Conducted unfair business practices.

II.

THE PARTIES

REPRESENTATIVE PLAINTIFFS

8. Plaintiff SYNTHIA CASTILLO, is an individual over the age of eighteen (18) and is now and/or at the times mentioned in this Complaint was a resident of the State of California, and worked for Defendants as a non-exempt employee from approximately June 2022 to July 2023.

9. Plaintiff CHAVEZ, is an individual over the age of eighteen (18) and is now and/or at the times mentioned in this Complaint was a resident of the State of California, and worked for Defendants as a non-exempt employee from approximately June 2022 to September 2023.

10. Plaintiff GARCIA, is an individual over the age of eighteen (18) and is now and/or

1 at the times mentioned in this Complaint was a resident of the State of California, and worked
2 for Defendants as a non-exempt employee from approximately April 2022 to May 2023.

3 11. Plaintiff NOLASCO, is an individual over the age of eighteen (18) and is now
4 and/or at the times mentioned in this Complaint was a resident of the State of California, and
5 worked for Defendants as a non-exempt employee from approximately March 2023 to June 2023.

6 **DEFENDANTS**

7 12. Each of the defendants, KALAVERAS RS INC, KALAVERAS-COV INC,
8 KALAVERAS-MON INC, KALAVERAS MV INC, KALAVERAS-NH INC, KALAVERAS-
9 SBO INC, KALAVERAS PD INC, KALAVERAS RC INC, KALAVERAS SL INC,
10 KALAVERAS BB INC., KALAVERAS LH, INC., KALAVERAS SA INC., and
11 KALAVERAS CVSA, are now and/or at all times mentioned in the relevant time period a
12 California corporation and the owner and operator of an industry, business, and/or facility
13 licensed to do business and actually doing business in the State of California, as a restaurant
14 business.

15 13. Defendant ISAIAS OCAMPO BRITO, is an individual over the age of eighteen
16 (18) and is now and/or at the times mentioned in this Complaint was a resident of the State of
17 California.

18 **DOES 1 TO 20 INCLUSIVE**

19 14. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint
20 were licensed to do business and/or actually doing business in the State of California.

21 15. Plaintiffs do not know the true names or capacities, whether individual, partner or
22 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such
23 fictitious names pursuant to California *Code of Civil Procedure* (“CCP”) §474.

24 16. Plaintiffs will seek leave of court to amend this Complaint to allege such names
25 and capacities as soon as they are ascertained.

26 ///

27 ///

28 ///

ALL DEFENDANTS

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

18. Defendants proximately caused Plaintiffs, all others similarly situated and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

20. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

21. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

22. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

23. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

24. There exists, and at all times herein mentioned there existed, a unity of interest and ownership between Defendants and Does 1-20, such that any individuality and separateness between each defendant has ceased, and Defendants are the alter ego of one another, and

1 Defendants are, and at all times herein mentioned was, a mere shell, instrumentality, and conduit
2 of one another, and carried on its business, exercising complete control and dominance over one
3 another to such an extent that any individuality or separateness of one Defendant to another does
4 not exist.

5 **III.**

6 **JURISDICTION AND VENUE**

7 25. The California Superior Court has jurisdiction in this matter due to Defendants'
8 violations of *Labor Code* §201, et seq., *Labor Code* §500, et seq., *Labor Code* §1194, *B&PC* §
9 17200, et seq., the *IWC Wage Order(s)* and related common law principles.

10 26. The California Superior Court also has jurisdiction in this matter because both the
11 individual and aggregate monetary damages and restitution sought herein exceed the minimal
12 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

13 27. Venue is proper in San Bernardino County pursuant to *CCP* §395(a)
14 and *CCP* §395.5 in that liability arose there, because at least some of the transactions that are the
15 subject matter of this Complaint occurred therein and/or each Defendant either is found,
16 maintains offices, transacts business, and/or has an agent therein.

17 **IV.**

18 **COMMON FACTUAL ALLEGATIONS**

19 28. Plaintiffs have been employed by Defendants as a non-exempt employees.

20 29. This case arises out of Defendants' failure to comply with California's wage and
21 hour laws. At all relevant times identified herein, Defendants' compensation schemes did not
22 fairly or lawfully compensate Plaintiffs and those similarly situated employees for all hours
23 worked.

24 30. Plaintiffs and those similarly situated employees are current and former non-
25 exempt employees of Defendants' business during the relevant time period.

26 31. During the relevant time period, Class Members were not compensated for all
27 hours worked, including minimum wage, regular and overtime wages.

28 32. Defendants implemented a common practice or policy of failing to compensate

1 Class Members for all hours worked.

2 33. As a result, Defendants failed to pay Class Members for each hour worked, and
3 violated, among others, Labor Code §§ 204, 223, 510, 1194, 1197, IWC Wage Order Order(s),
4 and the Unfair Competition Laws pursuant to Business and Professions Code §§ 17200 *et seq.*
5 (UCL).

6 34. Moreover, as a matter of policy and/or practice, Defendants' compensation
7 scheme failed to pay Class Members' their minimum wages, because Class Members worked
8 hours while employed by Defendants without receiving any compensation. Plaintiffs and Class
9 Members regularly received paychecks for \$0.00 in compensation, even though they performed
10 work during the pay period. The failure to pay Class Members' minimum wages for each hour
11 worked violates, among others, Labor Code §§ 1194, 1197, IWC Wage Order Order(s), and the
12 UCL.

13 35. Defendants' pay plan also deprived the Class Members of mandated overtime
14 compensation that the Class Members were due for working in excess of eight hours in one day
15 and forty hours during the week. Within the relevant time period, Defendants failed to pay Class
16 Members for all premium wages owed for overtime hours worked, either at one and one-half
17 times the regular rate of pay for hours in excess of 8 per day or 40 per week, or twice the amount
18 of the regular rate of pay for hours in excess of 12 per day. Plaintiffs and Class Members regularly
19 received paychecks for \$0.00 in compensation, even though they performed work, including
20 overtime hours, during the pay period. As a matter of policy and/or practice, Defendants' failure
21 to pay overtime compensation violates, among others, Labor Code §§ 510 and 1194, IWC Wage
22 Order Order(s), and the UCL.

23 36. Defendants' compensation scheme included unlawful deductions from Plaintiffs
24 and Class Members' wages, such that Plaintiffs and Class Members would receive less wages
25 than what they actually earned. At times, Plaintiffs and Class Members received \$0.00 wage
26 checks, even though they performed work for Defendants during the pay period. Defendants
27 unlawfully deducted additional amounts, including but not limited to taxes and tips, from
28 Plaintiffs and Class Members' wages, without their consent.

37. Defendants also adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, due to the workload, Defendants regularly failed to provide Plaintiffs and Class Members with their first and second meal periods, requiring Plaintiffs and Class Members to forego their meal period(s). Additionally, Defendants regularly required Plaintiffs and Class Members to clock out for lunch before the end of the 5th hour, but continue to work, which resulted in either missed or late meal period(s).

38. As a result, Defendants' failure to permit and provide Plaintiffs and Class Members meal periods as described herein violates, among others, Labor Code §§ 226.7 and 512, IWC Wage Order(s), and the UCL.

39. Defendants further adopted, implemented and enforced uniform rest period policies that are not lawful under California law. As a matter of policy and/or practice, therefore, Defendants failed to provide Class Members with a duty-free rest period of 10 minutes for shifts from three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours up to 10 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work. Due to the workload, Defendants regularly failed to schedule or provide an opportunity for Plaintiffs and Class Members to take rest breaks. During Plaintiffs and Class Members' employment, Defendants did not provide time within their work shifts to take rest break(s), and instructed Defendants to work through their rest break(s). As a result, Defendants regularly required Plaintiffs and Class Members to forego their rest breaks. Based on this unlawful policy and/or practice, Defendants failed to pay Class Members one hour of pay at their regular rate of pay for each workday that a proper rest period was not provided.

40. The failure to permit and provide rest periods violates, among others, Labor Code § 226.7, IWC Wage Order(s), and the UCL.

41. As a matter of policy and/or practice, Defendants further failed to provide wage statements which accurately showed actual hours worked and wages.

42. The failure to provide accurate itemized wage statements violates, among others, Labor Code § § 226 and 1174, IWC Wage Order Order(s), and the UCL.

43. Defendants further willfully failed and refused to timely pay all compensation due

1 and owing to Class Members whose employment terminated during the relevant time period, as
2 required by Labor Code §§ 201 and 202. As such, Defendants are liable for accrued wages due,
3 and waiting time penalties owed in accordance with Labor Code § 203.

4 44. Plaintiffs, moreover, seeks for themselves and all others similarly situated,
5 restitution, injunctive relief and penalties under the UCL based on violations of the California
6 Labor Code and IWC Wage Order(s).

7 **V.**

8 **CLASS ACTION ALLEGATIONS**

9 45. Plaintiffs bring this action on behalf of themselves and all others similarly
10 situated, as a class action pursuant to California Code of Civil Procedure §382. The classes and
11 sub-classes that the Plaintiffs seek to represent are composed of and defined as follows:

12 **Class Definition (“Class Members”):**

13 All current and former non-exempt employees, who work or worked for Defendants
14 during the relevant time period.

15 **Subclass I (Unpaid Wage Subclass):**

16 All current and former non-exempt employees, who work or worked for Defendants
17 during the relevant time period and who were not compensated all minimum wage, regular, and
overtime wages.

18 **Subclass II (Overtime Subclass):**

19 All current and former non-exempt employees, who work or worked for Defendants
20 during the relevant time period, who were not paid all overtime wages under California law. (i.e.
21 1.5 times or 2 times the regular rate).

22 **Subclass III (Late Meal Period Subclass):**

23 All current and former non-exempt employees, who work or worked for Defendants
24 during the relevant time period, who were not provided a 30-minute duty free meal period within
the first five (5) hours of the beginning of their shift.

25 **Subclass IV (Second Meal Period Subclass):**

26 All current and former non-exempt employees, who work or worked for Defendants
27 during the relevant time period, who were not provided a second 30-minute duty-free meal period
28 after ten (10) hours of work.

1 **Subclass V (General Meal Period Subclass):**

2 All current and former non-exempt employees, who work or worked for Defendants
3 during the relevant time period, and who worked shifts in excess of five hours and less than ten
4 hours and who were not provided with a 30-minute duty free meal period. (The Late Meal Period
5 Subclass, Second Meal Period Subclass, and General Meal Period Subclass are hereinafter
6 referred to as the Meal Period Subclasses.)

7 **Subclass VI (Rest Period Subclass):**

8 All current and former non-exempt employees, who work or worked for Defendants
9 during the relevant time period, who worked shifts in excess of three and one-half hours and who
10 were not permitted to take 10-minute duty free rest periods for every 4 hours of work or major
11 fraction thereof.

12 **Subclass VII (Itemized Wage Statement Subclass)**

13 All current and former non-exempt employees, who work or worked for Defendants
14 during the relevant time period, who received an itemized wage statement that failed to comply
15 with Labor Code § 226.

16 **Subclass VIII (Waiting Time Penalty Subclass):**

17 All current and former non-exempt employees, who work or worked for Defendants
18 during the relevant time period, who did not receive all wages due as a result of Defendants’
19 enforcement of their uniform policies by willfully failing to pay for all wages due upon separation
20 from their employment.

21 **Subclass IX (Minimum Wage Subclass):**

22 All current and former non-exempt employees, who work or worked for Defendants
23 during the relevant time period, who were not compensated minimum wage.

24 **Subclass X (Unfair Competition Subclass)**

25 All current and former non-exempt employees, who work or worked for Defendants
26 during the relevant time period, and to whom Defendants conducted unlawful, unfair and/or
27 fraudulent business practices.

28 **Subclass XI (Unlawful Deductions Subclass)**

 All current and former non-exempt employees, who work or worked for Defendants
during the relevant time period, who were subjected to unlawful deductions from their wages.

46. The Class Members, Unpaid Wage Subclass, Overtime Subclass, Meal Period
Subclasses, Rest Period Subclass, Itemized Wage Statement Subclass, Waiting Time Penalty
Subclass, Minimum Wage Subclass, Unfair Competition Subclass, and Unlawful Deductions

Subclass, are hereinafter referred to herein as the “Classes.”

47. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. In any event, Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

48. *Numerosity* (Code of Civil Procedure (CCP) § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible or impractical;
- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity and identity of such membership of the Classes is readily ascertainable via inspection of Defendants’ records.

49. *Superiority* (CCP § 382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves relatively large corporate Defendants and numerous individual class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants’ vastly superior financial and legal resources;

- 1 e. Requiring each individual member of the Classes to pursue an individual remedy
2 would also discourage the assertion of lawful claims by the members of the
3 Classes who would be disinclined to pursue an action against Defendants because
4 of an appreciable and justifiable fear of retaliation and permanent damage to their
5 lives, careers and well-being;
- 6 f. Proof of a common business practice or factual pattern, of which the members of
7 the Classes experienced, is representative of the Classes herein and will establish
8 the right of each of the members of the Classes to recover on the causes of action
9 alleged herein;
- 10 g. Absent class treatment, the prosecution of separate actions by the individual
11 members of the Classes, even if possible, would likely create:
- 12 i. a substantial risk of each individual plaintiff presenting in separate,
13 duplicative proceedings the same or essentially similar arguments and
14 evidence, including expert testimony;
- 15 ii. a multiplicity of trials conducted at enormous expense to both the judicial
16 system and the litigants;
- 17 iii. inconsistent or varying verdicts or adjudications with respect to the
18 individual members of the Classes against Defendants;
- 19 iv. potentially incompatible standards of conduct for Defendants; and
- 20 v. potentially incompatible legal determinations with respect to individual
21 members of the Classes which would, as a practical matter, be dispositive
22 of the interest of the other members of the Classes who are not parties to
23 the adjudications or which would substantially impair or impede the
24 ability of the members of the Classes to protect their interests.
- 25 h. The claims of the individual members of the Classes are not sufficiently large to
26 warrant vigorous individual prosecution considering all of the concomitant costs
27 and expenses attendant thereto;
- 28 i. Courts seeking to preserve the efficiency and other benefits of class actions

1 routinely fashion methods to manage any individual questions; and

- 2 j. The Supreme Court of California urges trial courts, which have an obligation to
3 consider the use of innovative procedural tools to certify a manageable class, to
4 be procedurally innovative in managing class actions.

5 50. *Well-defined Community of Interest:* Plaintiffs also meets the established
6 standards for class certification as follows:

- 7 a. *Typicality:* The claims of Plaintiffs are typical of all members of the Classes they
8 seek to represent because all members of the Classes sustained injuries and
9 damages arising out of Defendants' common course of conduct in violation of law
10 and the injuries and damages of all members of the Classes were caused by
11 Defendants' wrongful conduct in violation of the law, as alleged herein.

- 12 b. *Adequacy:* Plaintiffs:

- 13 i. are adequate representatives of the Class they seek to represent;
14 ii. will fairly protect the interests of the members of the Classes;
15 iii. have no interests antagonistic to the members of the Classes; and
16 iv. will vigorously pursue this suit via attorneys who are competent, skilled
17 and experienced in litigating matters of this type.

- 18 c. *Predominant Common Questions of Law or Fact:* There are common questions
19 of law and fact as to the Classes which predominate over questions affecting only
20 individual members. Defendants, for instance, have adopted, implemented and
21 enforced during the relevant time period an unlawful pay plan that fails to pay
22 Class Members for all hours worked. Defendants also have uniform policies and
23 practices that fail to provide a 30-minute duty-free meal period for the first five
24 hours of work, and fail to provide for rest periods for every four hours of work or
25 major fraction thereof. Defendants have further adopted, implemented, and
26 enforced other uniform policies and procedures that do not fairly compensate
27 Class Members for their wages, that should be decided on a class-wide basis,
28 including, without limitation:

- i. Whether Defendants' compensation plan is unlawful;
- ii. Whether Defendants required or knowingly permitted Class Members to forego meal breaks in violation of California Labor Code §§ 226.7 and 512, and IWC Wage Order Order(s) as alleged herein;
- iii. Whether Defendants' provided Class Members a duty-free meal period within the first five (5) hours of work and/or a second duty-free meal period after ten (10) hours of work;
- iv. Whether Defendants violated IWC Wage Order Order(s) by failing to provide Class Members a duty-free rest period for every four hours of work or major fraction thereof;
- v. Whether Defendants violated California Labor Code § 510 and IWC Wage Order(s) by failing to pay overtime compensation to all Class Members for hours in excess of eight (8) hours per workday or in excess of forty (40) hours per workweek;
- vi. Whether Defendants violated California Labor Code § 226(a) by failing to furnish to Class Members proper itemized wage statements as alleged herein;
- vii. Whether Defendants engaged in unfair business practices;
- viii. Whether Defendants and each of them was/were participants in the alleged unlawful and/or tortious conduct;
- ix. Whether Defendants' conduct was willful or reckless;
- x. Whether Plaintiffs and the members of the Classes are entitled to seek recovery of penalties for the Labor Code and IWC Wage Order violations alleged herein;
- xi. Whether Defendants violated California Labor Code §§ 201 and 202 by failing to timely pay Class Members all wages due at the conclusion of their employment relationship as alleged herein;
- xii. Whether Defendants violated California Labor Code §§ 1194 and 1197 by

failing to pay minimum wages to all Class Members for all hours worked as alleged herein;

xiii. Whether Defendants violated California Labor Code §§ 1194 and 1197 by failing to pay wages to all Class Members for each hour worked as alleged herein;

xiv. Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;

xv. Whether the members of the Classes are entitled to injunctive relief;

xvi. Whether the members of the Classes are entitled to restitution; and

xvii. Whether Defendants are liable for attorneys' fees and costs.

51. The members of the Classes are commonly entitled to a specific and designated fund with respect to monies illegally and unfairly retained by Defendants, and are entitled in common to restitution and disgorgement of those funds being improperly withheld by Defendants. This action is brought for the benefit of all members of the Classes. Whether each members of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Failure to Pay Wages in Violation of California Labor Code §§ 200 *et seq.*, 1194 and IWC Wage Order(s)) (Plaintiffs against All Defendants)

52. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

53. California Labor Code Sections 200 *et seq.*, including 204a and 204b, establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion.

54. Pursuant to Labor Code Sections 218 and 1194, Plaintiffs and all members of the Classes may bring a civil action for unpaid wages directly against Defendants without first filing

1 a claim with the Division of Labor Standards Enforcement and may recover such wages, together
2 with interest thereon, penalties, attorneys' fees and costs.

3 55. At all relevant times, Plaintiffs and all members of the Unpaid Wage Subclass
4 identified herein operated exclusively within the State of California, and Defendants required
5 Plaintiffs and the Unpaid Wage Subclass members to perform work without compensation in
6 violation of the IWC Wage Order(s) and the California Labor Code. Defendants have adopted
7 and implemented unlawful compensation policies, practices and procedures that, among other
8 things, did not pay Plaintiffs and members of the Unpaid Wage Subclass for all of their time
9 worked. Moreover, Defendants required, suffered and/or permitted Plaintiffs and the Unpaid
10 Wage Subclass members to perform uncompensated "off the clock" work, so that their work was
11 not accounted for accurately or completely.

12 56. Defendants knowingly and intentionally failed to pay Plaintiffs and the Unpaid
13 Wage Subclass members for these wages due. As a result, Plaintiffs and the Unpaid Wage
14 Subclass members have suffered compensatory damages and are owed wages for the work they
15 performed without compensation.

16 57. Pursuant to Labor Code Section 218.6, Labor Code Section 1194(a), and Civil
17 Code Section 3287, Plaintiffs and the Unpaid Wage Subclass members seek recovery of pre-
18 judgment interest on all amounts recovered herein.

19 58. Pursuant to Labor Code Section 218.5 and/or Labor Code Section 1194(a), and
20 the common fund doctrine, Plaintiffs and the Unpaid Wage Subclass members further request
21 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

22 **SECOND CAUSE OF ACTION**

23 **(Non-Payment of Overtime Compensation in Violation of California Labor Code §§** 24 **510(a), 1194, and IWC Wage Order(s)) (Plaintiffs against All Defendants)**

25 59. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the
26 preceding paragraphs as though fully set forth herein.

27 60. Plaintiffs herein worked more than 8 hours per day and/or 40 hours per week, but
28 did not receive overtime wages for these hours. Plaintiffs are informed and believes, and based

thereon alleges, that all members of the Overtime Subclasses also worked more than 8 hours per day and/or 40 hours per week, but did not receive overtime wages for these hours, based upon Defendants' uniform policy not to pay for overtime even though such overtime hours were worked. Amounts for overtime hours were earned by Plaintiffs and the members of the Overtime Subclasses throughout their employment with Defendants, and were due and payable during employment and upon their discharge from Defendants.

61. California Labor Code 510(a) and IWC Wage Order(s) regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

62. California Labor Code Section 558 and IWC Wage Order No. Order(s), state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC 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 in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to this code section and/or wage order, Plaintiffs and the members of the Overtime Subclasses are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein.

63. California Labor Code § 1194 states that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

64. Plaintiffs and the members of the Overtime Subclasses request that the Court award them interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6. Plaintiffs and members of the Overtime Subclasses further request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code §§ 1194(a), 2699, and pursuant to the common fund doctrine.

THIRD CAUSE OF ACTION

(Failure to Provide Proper Meal Periods in Violation of California Labor Code §§ 512, 226.7, and IWC Wage Order(s)) (Plaintiffs against All Defendants)

65. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

66. California Labor Code § 512 and IWC Wage Order(s) state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Wage Order Order(s) states that unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. California Labor Code § 226.7, subd. (a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

67. Pursuant to Labor Code section 512 and Wage Order 16, an employer is required to provide a first meal period no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

68. Plaintiffs and members of the Meal Period Subclasses were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period

1 during the days when they worked more than 10 hours in a day. Defendants also created
2 incentives to forego meal breaks based. As a result, Plaintiffs and members of the Meal Period
3 Subclasses also were required to work and/or were not relieved of all duties during any meal
4 period taken, and thus were considered “on duty;” however, Defendants failed to count as time
5 worked any “on duty” meal period taken by Plaintiffs and the members of the Meal Period
6 Subclasses.

7 69. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order Order(s), if
8 an employer fails to provide an employee a meal period in accordance with the applicable
9 provisions of IWC Wage Order Order(s), the employer shall pay the employee one (1) hour of
10 pay at the employee’s regular rate of compensation for each workday that the meal period is not
11 provided. As such, Plaintiffs and members of the Meal Period Subclasses are entitled to an
12 additional one hour’s pay for each day in which Plaintiffs and members of the Meal Period
13 Subclasses were not provided a proper meal break under the above-described authorities.

14 70. California Labor Code § 558 states that any employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of any provision regulating
16 hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1)
17 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover underpaid
19 wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages. Pursuant to this code section, Plaintiffs, as well as
22 members of the Meal Period Subclasses are entitled to civil penalties for each pay period in which
23 Defendants underpaid their wages as set forth herein.

24 71. Plaintiffs and the members of the Meal Period Subclasses request that the Court
25 award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b),
26 accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

27 ///

28 **FOURTH CAUSE OF ACTION**

**(Failure to Provide Proper Rest Periods in Violation of California Labor Code § 226.7
and IWC Wage Order Order(s)) (Plaintiffs against All Defendants)**

72. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

73. IWC Wage Order Order(s) states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

74. Plaintiffs and the Rest Period Subclass members were regularly not provided with the opportunity to take a duty-free, ten minute rest period for every four hours of work, or a major fraction thereof.

75. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order Order(s) if an employer fails to provide an employee a rest period in accordance with the applicable provisions of IWC Wage Order Order(s), the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

76. As such, Plaintiffs and the Rest Period Subclass members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

77. California Labor Code § 558 states that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC 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 in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$ 100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount

1 sufficient to recover underpaid wages. Pursuant to this code section, Plaintiffs, as well as
2 members of the Rest Period Subclass are entitled to civil penalties for each pay period in which
3 Defendants underpaid their wages as set forth herein.

4 78. Plaintiffs and the members of the Rest Period Subclass request that the Court
5 award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b),
6 accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

7 **FIFTH CAUSE OF ACTION**

8 **(UNLAWFUL DEDUCTIONS FROM WAGES) (LABOR CODE § 221)**

9 **(Plaintiffs against All Defendants)**

10 79. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the
11 preceding paragraphs as though fully set forth herein.

12 80. Labor Code § 221 provides: “It shall be unlawful for any employer to collect or
13 receive from an employee any part of wages theretofore paid by said employer to said employee.”

14 81. IWC Wage Order No. 9, § 8 provides that the only circumstance under which an
15 employer can make a deduction from an employee’s wage due to payment shortage, breakage or
16 business loss is if the employer can show that the shortage, breakage, or business loss was the
17 result of the employee’s gross negligence or dishonest or willful act.

18 82. These and related statutes, along with California’s fundamental public policy
19 protecting wages, prohibit employers from subjecting employees to unanticipated or unpredicted
20 reductions in their wages; making employees the insurers of their employer’s business losses;
21 otherwise passing the ordinary business losses or the employer onto the employee; or taking
22 deductions from wages for business losses in any form unless the employer can establish that the
23 loss was caused by a dishonest for willful act, or gross negligence of the employee.

24 83. Because Defendants have made unlawful deductions from Class Members’
25 compensation, they are liable to Plaintiffs and Class Members for the compensation that should
26 have been paid but for the unlawful deductions, pursuant to Labor Code § 221 and IWC Wage
27 Order No. 9, § 8.

28 **SIXTH CAUSE OF ACTION**

(Failure to Properly Maintain and Submit Itemized Wage Statements In Violation of California Labor Code §§ 226, 1174, and IWC Wage Order No. Order(s)) (Plaintiffs against All Defendants)

84. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

85. California Labor Code §§ 226, 1174, and/or IWC Wage Order Order(s) require employers to maintain and provide its employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, Wage Order No. Order(s) and Labor Code § 226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay; and (5) when an employee is paid by the piece-rate, the piece-rate formula and the number of pieces completed.

86. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth an accurate showing of actual hours worked, an accurate showing of wages, the meal periods taken, the piece-rate formula, number of pieces completed, and other related information required by California law. Moreover, Defendants failed to timely submit upon request adequate itemized wage statements of Plaintiffs as required by the above-referenced laws and regulations. Plaintiffs are informed and believes that said failure was knowingly and intentional by Defendants as Defendants sought to deprive Plaintiffs and the Itemized Wage Statement Subclass members of their legitimate right to unpaid wages and/or commissions, and otherwise deprive them of overtime compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiffs and the members of the Itemized Wage Statement Subclass could not ascertain the

1 actual amount of compensation they earned and/or were entitled to, and thereby suffered
2 cognizable injury in the form of the accrual of unpaid wages, commissions, overtime, and
3 interest.

4 87. Pursuant to California Labor Code § 226, an employee who suffers injury as a
5 result of an employer's knowing and intentional failure to comply with subdivision (a), is entitled
6 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
7 which a violation occurs and one hundred dollars (\$ 100) per employee for each violation in a
8 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
9 is entitled to an award of costs and reasonable attorney's fees.

10 88. Pursuant to California Labor Code § 226(h), an employee may also bring an action
11 for injunctive relief to ensure compliance with this section, and is entitled to an award of costs
12 and reasonable attorney's fees. As such, Plaintiffs and the members of the Itemized Wage
13 Statement Subclass are entitled to statutory penalties recoverable from Defendants as described
14 herein, as well as reasonable costs and attorneys' fees.

15 SEVENTH CAUSE OF ACTION

16 (Violation of California Labor Code §§ 201, 202, 203, *et seq.*) (Plaintiffs against All 17 Defendants)

18 89. Plaintiffs, on behalf of themselves and all members of the class, hereby
19 incorporates the preceding paragraphs as though fully set forth herein.

20 90. Labor Code § 201 states that an employer is required to provide an employee who
21 is terminated all unpaid wages immediately upon termination.

22 91. Plaintiffs are informed and believes and thereon alleges that Defendants failed to
23 pay Plaintiffs, the Waiting Time Penalty Subclass members, and other current and former
24 employees all wages due and owing immediately upon termination, thereby violating Labor Code
25 § 201.

26 92. Labor Code §202 states, in pertinent part, that an employer is required to provide
27 an employee who quits his or her employment all wages due and owing not later than 72 hours
28 thereafter.

1 93. Plaintiffs are informed and believes and thereon alleges that Defendants failed to
2 pay Plaintiffs, the Waiting Time Penalty Subclass members, and other current and former
3 employees all wages due and owing upon voluntary resignation, thereby violating Labor Code §
4 202.

5 94. Labor Code §203 states that if an employer willfully fails to pay an employee
6 wages according to Labor Code §§ 201 and 202, these wages shall continue as a penalty for up
7 to a maximum of 30 days.

8 95. Defendants willfully withheld paying Plaintiffs, the Waiting Time Penalty
9 Subclass members, and other employees' wages thereby violating Labor Code § 203 and
10 requiring Defendants to pay Plaintiffs, the Waiting Time Penalty Subclass members, a 30 day
11 wage penalty in addition to all unpaid wages as described herein.

12 **EIGHTH CAUSE OF ACTION**

13 **(Violation of California Business & Professions Code § 17200) (Plaintiffs against All** 14 **Defendants)**

15 96. Plaintiffs, on behalf of themselves and all class members, hereby incorporates the
16 preceding paragraphs as though fully set forth herein.

17 97. California Business and Professions Code § 17200 *et seq.* prohibits unfair
18 competition in the form of any unlawful, deceptive or fraudulent business practice. The acts and
19 practices described in this complaint constitute unlawful, unfair and fraudulent business
20 practices, and unfair competition within the meaning of Business and Professions Code § 17200
21 *et seq.*

22 98. Beginning at an exact date unknown to Plaintiffs, Defendants committed unlawful
23 acts as described above, including: failing to pay overtime compensation to its employees, failing
24 to provide proper meal and rest breaks, failing to timely pay Plaintiffs and members of the Unfair
25 Competition Subclass all wages due and owing, including minimum wage, failing to properly
26 maintain and submit itemized wage statements, and adopting, implementing and enforcing
27 uniform unlawful compensation and meal and rest break policies and procedures.

28 99. The violations of these laws serve as unlawful business practices for purposes of

Business and Professions Code § 17200 and remedies are provided therein under Business and Professions Code § 17203.

100. As a proximate result of the aforementioned acts, the Defendants received and continue to hold ill-gotten gains belonging to Plaintiffs and all members of the Unfair Competition Subclass in that Defendants have profited from their unlawful practices.

101. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition and order restitutionary damages to Defendants by operation of the practices alleged therein. Plaintiffs and all members of the Unfair Competition Subclass are entitled to restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages and civil penalties unlawfully withheld from them during the four (4) years prior to the original filing date of this complaint.

102. Plaintiffs and all members of the Unfair Competition Subclass seek and are entitled to unpaid wages, unpaid overtime, injunctive relief, statutory and civil penalties, and any other remedy owing to Plaintiffs and members of the Unfair Competition Subclass.

103. Injunctive relief is necessary and proper to prevent Defendants from repeating their wrongful practices as alleged above.

104. In order to prevent Defendants from profiting and benefitting from their wrongful and illegal acts, an order requiring Defendants to pay restitutionary damages to Plaintiffs and all members of the Unfair Competition Subclass is also appropriate and necessary.

105. Plaintiffs herein have taken it upon themselves to enforce these laws and lawful claims. There is a financial burden incurred in pursuing this action and it would be against the interests of justice to penalize Plaintiffs by forcing them to pay attorneys' fees in this action. Therefore, attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5, as well as under the common fund doctrine.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 2699, ET SEQ.
(Plaintiffs Against All Defendants)

106. Plaintiffs, on behalf of themselves and all other aggrieved employees, hereby incorporate the preceding paragraphs as though fully set forth herein.

107. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agencies or employees), such penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees), Plaintiffs and all other aggrieved employees seek recovery of all applicable civil penalties.

108. Pursuant to Labor Code § 2699© (which provides that for all provisions of the Labor Code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions), Plaintiffs and all other aggrieved employees seek recovery of the applicable civil penalties pursuant to Labor Code § 2699(e)(2) as follows:

- a. Penalties under Labor Code § 2699(f) in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Labor Code § 558, in addition to and entirely independent and apart from other penalty provided in the Labor Code, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code § 558 provided to the aggrieved employees;

- 1 c. Penalties under Labor Code § 226.3, in addition to and entirely independent and
2 apart from other penalty provided in the Labor Code, in the amount of \$250 for
3 each aggrieved employee per pay period for each violation, and \$1,000 for each
4 aggrieved employee per pay period for each subsequent violation;
- 5 d. Penalties under Labor Code § 256, in addition to and entirely independent and
6 apart from other penalty provided in the Labor Code, including Labor Code §
7 2699, et seq., for any aggrieved employee who was discharged or quit, and was
8 not paid all earned wages at termination in accordance with Labor Code §§ 201,
9 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay,
10 at the same rate, for each day that he or she was paid late, until payment was/is
11 made, up to a maximum of thirty (30) days; and
- 12 e. Any additional penalties and sums as provided by the Labor Code and/or other
13 relevant statutes.

14 109. Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to
15 Labor Code § 2699(g)(1), 218.5 (wages), 1194(a), and any other applicable statute.

16 110. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
17 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
18 listed in Section 2699.5 shall commence only after the following requirements have been met:
19 (1) The aggrieved employee or representative shall give written notice by certified mail to the
20 LWDA and the employer of the specific provisions of this code alleged to have been violated,
21 including the facts and theories to support the alleged violation."

22 111. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code
23 § 2699.5. As such, Labor Code § 2699.3(a) applies to this action, and Labor Code § 2699.3(b)
24 and § 2699.3(c) do not apply to this action.

25 112. On or about July 29, 2023, Plaintiff CASTILLO complied with Labor Code §
26 2699.3(a) by providing written notice through online submission to the LWDA and via certified
27 mail to defendant Kalaveras RC Inc of the specific provisions of the Labor Code alleged to have
28 been violated, including the facts and theories to support the alleged violation.

1 113. On or about October 27, 2023, Plaintiff CHAVEZ complied with Labor Code §
2 2699.3(a) by providing written notice through online submission to the LWDA and via certified
3 mail to defendant Kalaveras RS Inc of the specific provisions of the Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged violation.

5 114. On or about June 29, 2023, Plaintiff GARCIA complied with Labor Code §
6 2699.3(a) by providing written notice to the LWDA of the specific provisions of the Labor Code
7 alleged to have been violated by Kalaveras SL Inc, including the facts and theories to support the
8 alleged violation.

9 115. On or about December 19, 2023, Plaintiff NOLASCO provided written notice
10 pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested,
11 of defendants Kalaveras SBO Inc., Kalaveras Inc. and Isaias Ocampo Brito's violation of various,
12 including herein-described, provisions of the Labor Code, to the LWDA, as well as by certified
13 mail, with return receipt requested to defendants Kalaveras SBO Inc., Kalaveras Inc. and Isaias
14 Ocampo Brito. On or around February 2, 2024, Plaintiff NOLASCO provided amended written
15 notice pursuant to Labor Code section 2699.3 online and by certified mail with return receipt
16 requested, to the LWDA and Kalaveras SBO Inc., Kalaveras Inc. and Isaias Ocampo Brito, as to
17 the violations of the Labor Code in this lawsuit.

18 116. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall
19 notify the employer and the aggrieved employee or representative by certified mail that it does
20 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
21 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
22 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
23 aggrieved employee may commence a civil action pursuant to Section 2699." As of the date of
24 the filing of this second amended complaint, which is well after the 65 calendar days after
25 Plaintiffs provided written notices to the LWDA online and mailed via certified mail to Kalaveras
26 RC Inc, Kalaveras RS Inc, Kalaveras SL Inc, Kalaveras SBO Inc., Kalaveras Inc. and Isaias
27 Ocampo Brito, Plaintiffs have not received any notification that the LWDA intends to investigate
28 the alleged violations. As such, Plaintiffs have complied with Labor Code § 2699.3(a) and have

1 been given authorization therefrom to commence a civil action which includes a cause of action
2 pursuant to Labor Code § 2699 et seq.

3 117. In addition to the allegations contained herein, Plaintiff GARCIA further alleges
4 the additional PAGA claims, that Defendants:

- 5 a. Failed to reimburse for all business expenses;
- 6 b. Failed to pay reporting time wages;
- 7 c. Failed to provide suitable resting facilities;
- 8 d. Made unlawful deductions from wages;
- 9 e. Failed to produce employment records;
- 10 f. Violated California's day of rest law;
- 11 g. Violated California sick leave laws;
- 12 h. Failed to provide supplemental paid sick leave;
- 13 i. Violated suitable seating requirements under applicable IWC Wage Orders;
- 14 j. Violated Labor Code section 351 and 353;
- 15 k. Failed to pay vested vacation/paid time off;
- 16 l. Violated Labor Code section 208; and
- 17 m. Engaged in unlawful agreements/unlawful financial and criminal background
18 checks.

19 **PRAYER FOR RELIEF**

- 20 1. That the Court issue an Order certifying the Classes herein, appointing the named
21 Plaintiffs as the representatives of all others similarly situated, and appointing Verum
22 Law Group, APC, Crosner Legal, PC, Law Offices of Todd M. Friedman, P.C., and
23 Assassi & Cruz Law Firm, PC, representing Plaintiffs, as class counsel for members of
24 the Classes;
- 25 2. For an Order requiring Defendants to identify each of the members of the Classes by
26 name, home address, home telephone number, and email address;
- 27 3. For the creation of an administrative process wherein each injured member of the Classes
28 may submit a claim in order to receive his or her money;

4. For general and compensatory damages according to proof at trial;
5. For preliminary, permanent, and mandatory injunctive relief prohibiting the Defendants and their agents from committing any future violations of the law as herein alleged;
6. For an order imposing all statutory and/or civil penalties provided by law;
7. For an award of restitution, according to proof, under the Business and Professions Code § 17200 *et seq.* and applicable California Labor Code provisions;
8. Costs of suit, including attorneys' fees pursuant to California Labor Code § 1194, 218.5, 226, the common fund doctrine, and all other applicable laws providing for recovery of attorneys' fees and costs in this action;
9. For disgorgement of profits garnered as a result of Defendants' unlawful failure to indemnify necessary, mileage-related expenditures;
10. For interest at the legal rate of 10% per annum;
11. Liquidated damages pursuant to Labor Code § 1194.2;
12. For civil penalties and all remedies available for violation of California Labor Code § 2699 *et seq.*; and
13. Such further relief as the Court deems just and proper.

REQUEST FOR JURY TRIAL

Plaintiffs request a jury trial on all issues triable to a jury.

Dated: June 16, 2025

VERUM LAW GROUP, APC

By: /s/ Yoonis Han
Sam Kim
Yoonis Han
Attorneys for Plaintiffs SYNTHIA CASTILLO
GARCIA and LIZ ADRIANA CHAVEZ and all
other similarly situated persons

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1 Dated: June 16, 2025

CROSNER LEGAL, PC

2
3 By: /s/ Sepideh Ardestani
Sepideh Ardestani
4 Attorneys for Plaintiff GILBERT GARCIA and all
5 other similarly situated persons

6 Dated: June 16, 2025

LAW OFFICES OF TODD M.

FRIEDMAN, P.C.

7
8
9 By: /s/ Adrian R. Bacon
Adrian R. Bacon
10 Attorneys for Plaintiff ERIK NOLASCO and all
11 other similarly situated persons

12
13 Dated: June 16, 2025

ASSASSI & CRUZ LAW FIRM, PC

14
15 By: /s/ Adib Assassi
Adib Assassi
16 Attorneys for Plaintiff ERIK NOLASCO and all
17 other similarly situated persons

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **SECOND AMENDED**
8 **CLASS ACTION COMPLAINT**, on each of the interested parties in this action by placing ☐ the
9 original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on
the attached mailing list):

10 **Attorneys for Defendant(s) KALAVERAS**
11 **RC INC, KALAVERAS-MON INC,**
12 **KALAVERAS BB INC, KALAVERAS LH**
13 **INC., KALAVERAS SA INC,**
14 **KALAVERAS SL INC, KALAVERAS RS**
15 **INC, KALAVERAS PD INC, KALAVERAS**
16 **NH INC, KALAVERAS-MV INC,**
17 **KALAVERAS-SBO INC, KALAVERAS-**
18 **COV INC**

15 Philip K. Lem
16 Alejandro G. Ruiz
17 **PAYNE & FEARS LLP**
18 4 Park Plaza, Suite 1100
19 Irvine, CA 92614
20 Telephone: (949) 851-1100
Fax: (949) 851-1212
PKL@paynefears.com
AGR@paynefears.com

21 **Attorneys for Plaintiff GILBERT GARCIA**

22 ZACHARY M. CROSNER
23 JAMIE SERB
24 SEPIDEH ARDESTANI
25 **CROSNER LEGAL, PC**
26 9440 Santa Monica Blvd. Suite 301
27 Beverly Hills, CA 90210
28 Tel: (866) 276-7637
Fax: (310) 510-6429
zach@crosnerlegal.com
jamie@crosnerlegal.com

Attorneys for Plaintiff ERIK NOLASCO

Todd M. Friedman
Adrian R. Bacon
LAW OFFICES OF TODD M.
FRIEDMAN, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228 tfriedman@toddfllaw.com
abacon@toddfllaw.com

Attorneys for Plaintiff ERIK NOLASCO

Adib Assassi
Veronica Cruz
Assassi & Cruz Law Firm, PC
1100 Town and Country Rd.
Orange, CA 92868
Telephone: (949) 688-6009
veronica@aclegalteam.com
adib@aclegalteam.com

☒ **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 8, 2025, at El Segundo, California.

/s/ Irandy Rubio
Irandy Rubio