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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 ALEXIS T. BROWN, individually, and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15
16 PARATRANSIT, INC., a California corporation;
and DOES 1 through 10, inclusive,

17 Defendants
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FILED/ENDORSED

SEP 19 2023

By: T. Crowther
Deputy Clerk

Case No.: 23CV003960

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL 29

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

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

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

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

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

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

3 **THE PARTIES**

4 **A. Plaintiff**

5 8. Plaintiff is a California resident that worked for Defendants in the County of
6 Sacramento, State of California, as a driver from approximately November 2020 to January 2023.

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

10 **B. Defendants**

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

- 13 (a) A California corporation with its principal place of business in Sacramento,
14 California;
- 15 (b) A business entity conducting business in numerous counties throughout the
16 State of California, including in Sacramento County;
- 17 (c) The former employer of Plaintiff, and the current and/or former employer of
18 the putative Class and Aggrieved Employees. Defendant suffered and
19 permitted Plaintiff and the Class and Aggrieved Employees to work, and/or
20 controlled their wages, hours, or working conditions.
- 21 (d) At all times mentioned herein, Defendant is and was the employer of
22 Plaintiff and the Class and Aggrieved Employees.

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

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

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

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

19 14. Plaintiff is a California resident who worked for Defendants in the County of
20 Sacramento, State of California, as a driver during the statutory period. During the statutory period,
21 Defendants classified Plaintiff as non-exempt from California overtime laws, and paid Plaintiff
22 and the Class an hourly rate of pay.

23 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
24 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
25 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
26 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
27 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
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1 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
2 Defendants was typical and illustrative.

3 16. Throughout the statutory period, Defendants maintained a policy and practice of not
4 paying Plaintiff and the Class and Aggrieved Employees for all hours worked, including all
5 overtime wages. Plaintiff and the Class and Aggrieved Employees were required to work "off the
6 clock" and uncompensated. For example, Plaintiff and the Class and Aggrieved Employees were
7 required to undergo a COVID screening prior to clocking into work, leading to off the clock work,
8 uncompensated. Also, Plaintiff and the Class and Aggrieved Employees were required to wait in
9 line in order to undergo those screening, and to clock into work. Also throughout the statutory
10 period, Plaintiff and the Class and Aggrieved Employees received non-discretionary bonuses and
11 other remuneration. However, Defendants failed to incorporate all remuneration when calculating
12 the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading
13 to underpayment to Plaintiff and the Class and Aggrieved Employees.

14 17. Throughout the statutory period, Defendants have wrongfully failed to provide
15 Plaintiff and the Class and Aggrieved Employees with legally compliant meal periods. Defendants
16 sometimes, but not always, required Plaintiff and the Class and Aggrieved Employees to work in
17 excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
18 duty-free meal period for every five hours of work, or without compensating Plaintiff and the Class
19 and Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
20 work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the Class and
21 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
22 for shifts greater than 10 hours, by the end of the tenth hour of work. Further, Defendants
23 automatically deducted meal periods, despite them being short regularly due to the fact that
24 Plaintiff and the Class were required to walk to specified areas for their meal periods. Also,
25 Defendants maintained a policy and practice of not permitting Plaintiff and the Class to leave the
26 premises during meal and rest periods. Accordingly, Defendants' policy and practice was to not
27 provide meal periods to Plaintiff and the Class in compliance with California law.

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

18 19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
19 Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their
20 duties for Defendants without reimbursement. For example, Plaintiff and the Class and Aggrieved
21 Employees were required to purchase items such as masks, and use their personal cellular
22 telephones for work purposes, without reimbursement. Also, Defendants improperly deducted
23 items from paychecks, such as Plaintiff's earning statement dated December 23, 2022, in which a
24 permit test was deducted, which Plaintiff never took.

25 20. Throughout the statutory period, Defendants willfully failed and refused to timely
26 pay Plaintiff and the Class and Aggrieved Employees at the conclusion of their employment all
27 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
28 premium wages.

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

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, and rest
12 period premium wages to which they were entitled, even though they were
13 entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid minimum,
18 overtime, meal period premium, and rest period premium wages at the
19 correct California rate even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
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1 owed to them, computations they would not have to make if the wage
2 statements contained the required accurate information;

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

6 (h) the wage statements inaccurately understated the wages, hours, and wages
7 rates to which Plaintiff and the Class and Aggrieved Employees were
8 entitled, and Plaintiff and the Class and Aggrieved Employees were paid less
9 than the wages and wage rates to which they were entitled.

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

12 **CLASS ACTION ALLEGATIONS**

13 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other
14 persons similarly situated, and thus, seek class certification under California Code of Civil
15 Procedure § 382.

16 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
17 authorized by California law.

18 24. The proposed Class consists of and is defined as:

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

22 25. At all material times, Plaintiff was a member of the Class.

23 26. Plaintiff undertakes this concerted activity to improve the wages and working
24 conditions of all Class Members.

25 27. There is a well-defined community of interest in the litigation and the Class is readily
26 ascertainable:

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

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

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

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

- 22 1) The interests of the members of the Class in individually controlling
23 the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of the
27 claims in the particular forum; and
- 28 4) The difficulties likely to be encountered in the management of a class

1 action.

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

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

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

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

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

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

FIRST CAUSE OF ACTION

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

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

32. "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.

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

34. Accordingly, Plaintiff and the Class and Aggrieved Employees are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

36. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class and Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff and the Class and Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and Aggrieved

1 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
2 ascertained according to proof at trial.

3 37. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
5 compensation due Plaintiff and the Class and Aggrieved Employees.

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

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

15 40. Plaintiff and the Class and Aggrieved Employees are also entitled to seek recovery
16 of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to
17 California Labor Code §§ 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

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

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

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

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

3 44. At all times relevant hereto, Plaintiff and the Class and Aggrieved Employees have
4 worked more than eight hours in a workday, as employees of Defendants.

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

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

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

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

21 49. California Labor Code § 204 requires employers to provide employees with all wages
22 due and payable twice a month. The Wage Orders also provide that every employer shall pay to
23 each employee, on the established payday for the period involved, overtime wages for all overtime
24 hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class and
25 Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.
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1 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the
2 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each
3 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,
4 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
5 itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California
6 Labor Code for an employer to require any employee to work during any rest period mandated
7 under any Wage Order.

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

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

18 **FIFTH CAUSE OF ACTION**

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

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

22 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
23 to pay and indemnify the Plaintiff and the Class and Aggrieved Employees for their necessary
24 expenditures and losses incurred in direct consequence of the discharge of their duties or of their
25 obedience to directions of Defendants.

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

61. Plaintiff and the Class and Aggrieved Employees they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

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

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

63. At all times herein set forth, California Labor Code §§ 201 and 202 provide 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 seventy-two (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.

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

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

66. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as

1 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
2 but the wages shall not continue for more than thirty (30) days.

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

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

9 **SEVENTH CAUSE OF ACTION**

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

12 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
13 1 through 21 in this First Amended Complaint.

14 70. At all material times set forth herein, California Labor Code § 226(a) provides that
15 every employer shall furnish each of his or her employees an accurate itemized wage statement in
16 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
17 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
18 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
19 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
20 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
21 and the last four digits of his or her social security number or an employee identification number
22 other than a social security number, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
24 number of hours worked at each hourly rate by the employee.

25 71. Defendants have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the failure
27 to correctly identify the gross wages earned by Plaintiff and the Class and Aggrieved Employees,
28

1 the failure to list the true "total hours worked by the employee," and the failure to list the true net
2 wages earned.

3 72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
4 the Class and Aggrieved Employees have suffered injury and damage to their statutorily-protected
5 rights.

6 73. Specifically, Plaintiff and the members of the Class and Aggrieved Employees have
7 been injured by Defendants' intentional violation of California Labor Code § 226(a) because they
8 were denied both their legal right to receive, and their protected interest in receiving, accurate,
9 itemized wage statements under California Labor Code § 226(a).

10 74. Calculation of the true wage entitlement for Plaintiff and the Class and Aggrieved
11 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the
12 Class and Aggrieved Employees were also injured as a result of having to bring this action to
13 attempt to obtain correct wage information following Defendants' refusal to comply with many of
14 the mandates of California's Labor Code and related laws and regulations.

15 75. Plaintiff and the Class and Aggrieved Employees are entitled to recover from
16 Defendants their actual damages caused by Defendants' failure to comply with California Labor
17 Code § 226(a).

18 76. Plaintiff and the Class and Aggrieved Employees are also entitled to injunctive relief,
19 as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant
20 to California Labor Code § 226(h).

21 **EIGHTH CAUSE OF ACTION**

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

24 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 21 in this First Amended Complaint.

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

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

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

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

Failure to Pay Minimum Wages

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

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

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

Failure to Provide Meal Periods

85. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or

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

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

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

6 **Failure to Indemnify Necessary Business Expenses**

7 87. Defendants' failure to indemnify employees for necessary business expenses in
8 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
9 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200,
10 *et seq.*

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

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

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

19 90. Plaintiff and the Class and Aggrieved Employees Members suffered monetary injury
20 as a direct result of Defendants' wrongful conduct.

21 91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to,
22 and do, seek such relief as may be necessary to disgorge money and/or property which the
23 Defendants have wrongfully acquired, or of which Plaintiff and the Class and Aggrieved
24 Employees have been deprived, by means of the above-described unfair, unlawful and/or
25 fraudulent business practices. Plaintiff and the Class and Aggrieved Employees are not obligated
26 to establish individual knowledge of the wrongful practices of Defendants in order to recover
27 restitution.

28 92. Plaintiff, individually, and on behalf of members of the putative class, are further

1 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
2 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
3 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the
4 future.

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

12 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
13 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
14 withholdings.

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

21 **NINTH CAUSE OF ACTION**

22 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
23 **2004, Cal. Lab. Code § 2698 et seq.)**

24 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 21 in this First Amended Complaint.
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1 97. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

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

10 99. Plaintiff has exhausted her administrative remedies pursuant to California Labor
11 Code § 2699.3. On June 29, 2023, Plaintiff gave written notice by online filing to the Labor and
12 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
13 the Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved
14 Employees, including the facts and theories to support the violations. At the time of this filing, 65
15 days have elapsed since Plaintiff provided notice, but the Labor and Workforce Development
16 Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
17 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
18 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
19 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
20 226.3, 558, 1197.1, and 2699(f)(2).

21 100. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
22 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
23 employing labor who willfully fails to maintain accurate and complete records required by
24 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
25 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
26 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
27 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total
28 hours worked in the payroll period and applicable rates of pay.

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

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

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

PRAYER FOR RELIEF

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

1 Class Certification

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

4 2. That Plaintiff be appointed as the representative of the Class; and

5 3. That counsel for Plaintiff be appointed as Class Counsel.

6 As to the First Cause of Action

7 4. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
9 minimum wages due;

10 5. For general unpaid wages as may be appropriate;

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

13 7. For liquidated damages;

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

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

17 As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

47. For all actual, consequential and incidental losses and damages, according to proof.
For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable
Labor Code provisions;

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

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

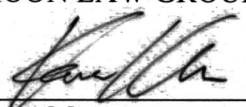
As to all Causes of Action

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

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3 Dated: September 19, 2023

Respectfully submitted,

4 MOON LAW GROUP, PC

5
6 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Yudi "Annie" Ruan

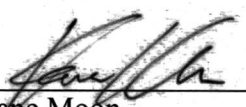
8 Attorneys for Plaintiff
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13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a trial by jury as to all causes of action triable by jury.
15

16 Dated: September 19, 2022

MOON LAW GROUP, PC

17 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Yudi "Annie" Ruan

19 Attorneys for Plaintiff
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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

Katie Collins
Duggan McHugh
641 Fulton Avenue, Suite 100
Sacramento, CA 95825
Phone: (916) 713-2528 ext. 101
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E-mail: katie@dugganmchugh.com

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Karen Castillo
Type or Print Name

Karen Castillo
Signature