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 Representatives, KURT GERLACH, JOSEPH LOPEZ,
 BYRON CAYETANO, CHARLIE SMITH, and
 JEREMIAH MARTINEZ, individually and on behalf
 of all those similarly situated Class Members and
 Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

KURT GERLACH, individually, and on behalf
 of all others similarly situated, as well as fellow
 Aggrieved Employees;

Plaintiffs,

vs.

CALIFORNIA AMFORGE CORPORATION,
 a Delaware Corporation; and DOES 1 through
 25, inclusive,

Defendants

CASE NO.: 25STCV38143

[CLASS ACTION]

JUDGE:

DEPT:

**FIRST AMENDED CLASS-PAGA ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL EARNED WAGES**
- 2. FAILURE TO PAY ALL EARNED OVERTIME WAGES**
- 3. FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS**
- 4. FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS**
- 5. FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION**
- 6. FAILURE TO PAY ALL EARNED WAGES AND COMPENSATION UPON CESSATION OF EMPLOYMENT**
- 7. FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS**

8. **FAILURE TO REIMBURSE BUSINESS EXPENSES**
9. **FAILURE TO PROVIDE COOL-DOWN RECOVERY TIME**
10. **UNFAIR BUSINESS PRACTICES**
11. **PRIVATE ATTORNEYS GENERAL ACT**

Plaintiffs and putative Class Representatives, KURT GERLACH, JOSEPH LOPEZ, BYRON CAYETANO, CHARLIE SMITH, and JEREMIAH MARTINEZ (“Plaintiffs”) individually, and on behalf of all other similarly situated Class Members and Aggrieved Employees , allege:

PARTIES

1. Plaintiffs, KURT GERLACH, JOSEPH LOPEZ, BYRON CAYETANO, CHARLIE SMITH, and JEREMIAH MARTINEZ (collectively, “Plaintiffs”). are adult persons who are domiciled in the State of California. Plaintiffs bring this action individually and on behalf of all present and former non-exempt individuals who worked for Defendants, CALIFORNIA AMFORGE CORPORATION, a Delaware corporation (hereinafter “AMFORGE”); and/or DOES 1 through 25, inclusive, (collectively “Defendants”) in the State of California, at any time during the period of four years prior to the filing of the initial Complaint in this action up to the present (hereinafter the “Class” or “Class Members”). The period of time of four years prior to the filing of the initial Complaint in this action, up to, and including, the present, shall be referred to as the “Class Period.” Plaintiff KURT GERLACH also seeks to represent all present and former non-exempt individuals who worked for AMFORGE in the State of California, at any time during the period of one year prior to the date his Private Attorneys General Act (“PAGA”) letter was filed with the California Labor & Workforce Development Agency (“LWDA”) on January 28, 2026 (hereinafter the “Aggrieved Employees”). The period of time of one year prior to the filing of the PAGA Notice with the LWDA, up to, and including, the present, shall be referred to as the “PAGA Period.”

2. The “Class” is comprised of the following Sub-Classes:

(a) Unpaid Wages and Compensation Sub-Class: Those members of the Class who earned wages and/or compensation associated with their work for Defendants at any time during the Class Period;

1 (b) Overtime Subclass: Those members of the Class who, associated with their
2 work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work
3 week, in excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week,
4 at any time during the Class Period;

5 (c) Rest Period Sub-Class: Those members of the Class who, associated with their
6 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who
7 worked in excess of 6 hours a day, at any time during the Class Period;

8 (d) Meal Period Sub-Class: Those members of the Class who, associated with their
9 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a
10 day, at any time during the Class Period;

11 (e) Untimely Payment of Wages-Compensation Sub-Class: Those members of the
12 Class who were paid wages and compensation by Defendants at any time during the Class Period;

13 (f) Waiting Time Sub-Class: Those members of the Class who were terminated or
14 quit from the employ of Defendants at any time during the Class Period;

15 (g) Wage-Statement Sub-Class: Those members of the Class who Defendants
16 provided a wage statement at any time during the Class Period;

17 (h) Cool-Down Period Sub-Class: Those members of the Class who were not
18 permitted to take recovery periods in the shade or dedicated indoor cool-down area to prevent
19 overheating, at any time during the Class Period; and

20 (i) Reimbursement Sub-Class: Those members of the Class who were not
21 reimbursed necessary business expenses incurred in connection with their work for Defendants, at
22 any time during the Class Period.

23 3. Plaintiffs are informed, believe, and thereon allege that AMFORGE, at all times pertinent
24 hereto, is a Delaware corporation, that has maintained its principal office and headquarters within the
25 County of Los Angeles, State of California, conducted substantial operations, maintained a substantial
26 presence, employed hundreds of employees, and undertook such other substantial actions to conduct
27 business operations in the County of Los Angeles. Accordingly, fair play and substantial justice mandate
28 that Defendant be compelled to submit to the jurisdiction of the courts of the State of California, in general,

1 and the County of Los Angeles, in particular.

2 4. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
3 Defendants, Does 1 through 25, are entities conducting business, maintaining minimum contacts and
4 their principal office and headquarters in the State of California, having substantial connections, and
5 undertaking such other actions to conduct operations, throughout the State of California, including,
6 but not limited to, the County of Los Angeles. Plaintiffs are informed, believe, and thereon allege that
7 at all times pertinent hereto, Defendants, Does 15 through 25, were and are individuals conducting
8 business, maintaining minimum contacts, having substantial connections, undertaking such other
9 actions to conduct operations, and/or domiciled, in the State of California, and were at all times
10 pertinent hereto, an owner, director, officer, and/or managing agent, acting on behalf of Defendants.
11 As used herein, the term “managing agent” has the same meaning as set forth in California Civil
12 Code § 3294(b) and California Labor Code § 558.1, and who, along with their fellow Defendants,
13 violated, or caused to be violated, provisions of the California Labor Code regulating hours and days
14 of work in a Wage Order of the Industrial Welfare Commission.

15 5. Plaintiffs are ignorant of the true names and capacities of Defendant Does 1 through
16 25, inclusive, and, by reason thereof, sue said Defendants by their fictitious names. Plaintiffs will
17 amend this First Amended Complaint to allege the true names and capacity of said Doe Defendants if
18 and/or when same have been fully and finally ascertained.

19 6. Plaintiffs are informed, believe, and thereon allege that, at various times from the
20 commencement of their employment, up to and including the present, they and their fellow Class
21 Members and Aggrieved Employees were employed by AMFORGE.

22 7. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto were
23 Plaintiffs, or any fellow member of the Class, properly classified as an exempt managerial,
24 administrative, or professional employee. Plaintiffs are informed, believe, and thereon allege that
25 neither they nor any fellow member of the Class spent more than one-half of their time working on
26 managerial, administrative, or professional tasks during the Class Period.

27 8. On behalf of the Class and the general public, Plaintiffs seek to enforce the public
28 policy favoring compliance with labor and workplace safety and working condition standards

expressed under, inter alia, Labor Code § 90.5, to wit: “It is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.” Plaintiffs allege that the aforementioned conduct of Defendants violates an important right affecting the public interest, as such phrase is used in Code of Civil Procedure §1021.5.

9. Plaintiffs are informed, believe, and thereon allege that Defendants and Does 1 through 25, specifically authorized, directed or participated in the violations of California Business and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage Order, against Plaintiffs and the Class, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at that time, would not have acted similarly under the circumstances.

VENUE AND JURISDICTION

10. Plaintiffs are informed, believe, and thereon allege that two-thirds (2/3) or more of the members of the proposed Class in the aggregate, at all times pertinent hereto, including, but not limited to, the period from four years prior to commencement of this action to the present, have been, and/or continue to be, domiciled in the forum state, California, the state in which this action was originally filed.

11. Plaintiffs are informed, believe, and thereon allege that Defendants are the primary defendants in this action.

12. Plaintiffs are informed, believe, and thereon allege that Defendants’ acts and omissions, individually and collectively, as alleged herein, form a significant basis for the claims asserted by Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, in this action.

13. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, are seeking significant relief from Defendants.

14. Plaintiffs are informed, believe, and thereon allege that the principal injuries sustained by Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, as alleged herein,

1 resulted from, inter alia, the conduct of Defendants, individually and collectively, and were incurred
2 in the forum state of California.

3 15. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this
4 action do not involve matters of national or interstate interest; rather, this Class action involves a
5 local controversy of the forum state - California.

6 16. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this
7 action will be governed exclusively by the laws of the forum state - California - the state in which this
8 action is originally filed.

9 17. Plaintiffs are informed, believe, and thereon allege that Defendants were and are doing
10 business, maintained minimum contacts, maintained their principal office and headquarters, and
11 undertook such other actions to conduct operations, in the State of California. As such, Defendants
12 consented to the general jurisdiction of the counties wherein it conducted business in the State of
13 California, during the Class Period, including, but not limited to, the County of Los Angeles.

14 18. Plaintiffs are informed, believe, and thereon allege that AMFORGE at all times during
15 the Class Period, had and continues to conduct substantial operations, and undertook such other
16 substantial actions to conduct operations, in the State of California. Accordingly, fair play and
17 substantial justice mandate that Defendants be compelled to submit to the jurisdiction of the courts of
18 the State of California.

19 19. Plaintiffs are informed, believe, and thereon allege that, at all times during the Class
20 Period, AMFORGE and Does 1 through 25, were registered with the California Secretary of State to
21 conduct business in the State of California. Accordingly, Defendants consented to the State of
22 California's general jurisdiction, in general, and the Superior Court for the County of Los Angeles, in
23 particular, concerning causes of action brought against said parties arising of their business operations
24 in the State of California.

25 20. Plaintiffs are informed, believe, and thereon allege that this action is brought in the
26 Los Angeles County Superior Court for the State of California as said forum has a distinct nexus with
27 Plaintiffs, their fellow Class Members and Aggrieved Employees, the harm alleged, as well as
28 Defendants.

21. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the aggregate of the individuals who comprise the Class, who were or are domiciled the forum State of California, the state in which the action was originally filed, is substantially larger than the number of those domiciled in any other state, and the domicile of the other Class Members is dispersed among a substantial number of states.

22. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the claims alleged in this action, and the causes of action derived therefrom, do not involve federal questions.

23. At times pertinent hereto, Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, as employees of Defendants, performed work, and Defendants' liability arose, in the County of Los Angeles, in the State of California.

24. Venue is appropriate in Los Angeles County in that venue in a failure to pay wages claim against an employer is proper in the location where the work was performed. (*Owens v. Paraco, Inc.* (1958) 160 Cal.App.2d 824). Defendants' liability arose in Los Angeles County, where they committed violations of applicable provisions of the California Business and Professions Code, California Labor Code, and applicable Industrial Welfare Commission Wage Orders, as detailed herein.

JOINT EMPLOYER

25. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the named Defendants, Does 1 through 25, and each of them, were acting as the agent and/or employee of each remaining defendant, and were acting within the course and scope of said principal-agency and/or employment relationship, and directed, authorized and/or ratified the conduct set forth in detail herein. Plaintiffs are further informed, believe, and thereon allege that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that the damages sustained by Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, as herein alleged, were proximately caused by such Defendants, and each of them.

26. Plaintiffs are informed, believe, and thereon allege that Defendants were, at all times pertinent hereto, joint employers of the named Plaintiffs, and other Class Members and Aggrieved

1 Employees, as they exercised joint control over and/or right to assign, place and/or supervise the
2 Class Members' and Aggrieved Employees' work or working conditions, maintained joint authority
3 to hire and fire employees, supervised and controlled employee work schedules and employment
4 conditions, determined rate and method of payment, and/or jointly maintained employment records.

5 27. Plaintiffs are informed, believe, and thereon allege that, at all times relative hereto,
6 Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, performed work that
7 simultaneously benefitted each of the Defendants.

8 28. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
9 there existed an arrangement between Defendants to share the employee's services, and each
10 Defendant acted, either directly or indirectly, in the interest of their fellow Defendants in relation to
11 the employment of Plaintiffs, as well as their fellow Class Members and Aggrieved Employees.

12 **ALTER EGO – AGENCY**

13 29. Plaintiffs are informed, believe, and thereon allege that there exists, and at all times
14 herein mentioned there existed, a unity of interest and ownership between Defendants and Does 1-25,
15 inclusive, such that any corporate individuality and separateness between said parties has ceased and
16 that Defendants are the alter ego of each other Defendant, in that the businesses of Defendants are so
17 completely dominated, controlled, managed, and operated by their fellow Defendants, that the
18 Defendants function as a mere instrumentalities through which their fellow Defendants conduct their
19 business.

20 30. Plaintiffs are informed, believe, and thereon allege that adherence to the fiction of the
21 existence of Defendants as entities separate and distinct from their fellow Defendants would permit
22 an abuse of the corporate/limited liability company privilege and would sanction fraud and promote
23 injustice in that Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, could be
24 denied a full recovery in the event that the assets of Defendants are insufficient to satisfy a judgment
25 entered against them in this action. The corporate/limited liability company veil established by
26 Defendants should be pierced and the alter ego doctrine applied in the context of this action.

27 31. Plaintiffs are informed, believe, and thereon allege that Defendants are individuals,
28 directors, officers and shareholders of their fellow Defendants, who influence and govern their fellow

1 Defendants, and/or were actors in the course of the conduct constituting the abuse of the
2 corporate/limited liability company privilege, treating their fellow Defendants, as their alter ego,
3 rather than as a separate entity, failing, inter alia, to contribute capital, issue stock, or otherwise
4 complete formation of the corporation, using corporate assets as their own, commingling
5 corporate/limited liability company funds with their personal funds, and/or failing to observe
6 corporate/limited liability company formalities. Further, each Defendant utilized their fellow
7 Defendants to circumvent the applicable provisions, and frustrate the statutory policies, of the
8 California Business and Professions Code, California Labor Code and applicable Industrial Welfare
9 Commission Wage Orders, as set forth herein.

10 32. Plaintiffs are informed, believe, and thereon allege that it would sanction a fraud or
11 promote an injustice to uphold the corporate/limited liability company entities of Defendants, and
12 allow the shareholders of Defendants, to escape personal liability for his/her/their debts to Plaintiffs,
13 as well as their fellow Class Members and Aggrieved Employees.

14 33. Plaintiffs are informed, believe, and thereon allege that Defendants, specifically
15 authorized, directed or participated in the violations of California Business and Professions Code,
16 California Labor Code and applicable Industrial Welfare Commission Wage Orders, against
17 Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, as set forth herein, and
18 an ordinarily prudent person, knowing what the directors knew at that time, would not have acted
19 similarly under the circumstances.

20 **SUCCESSOR LIABILITY**

21 34. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
22 Labor Code §200.3 provided in pertinent part that a successor to a judgment debtor shall be liable for
23 any wages, damages, and penalties owed to any of the judgment debtor's former workforce pursuant to
24 a final judgment, after the time to appeal therefrom has expired and for which no appeal therefrom is
25 pending.

26 35. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
27 pursuant to California law, including, but not limited to Labor Code §200.3, each Defendant, and
28 Does 1 through 25, individually and collectively, were judgment debtors to Plaintiffs and their fellow

1 Class Members and Aggrieved Employees, for the damages, restitution, wages, premium
2 compensation, and interest thereon, as well as statutory and civil penalties, alleged in this First
3 Amended Complaint.

4 36. Plaintiffs are informed, believe, and thereon allege that, at all times pertinent hereto,
5 each Defendant, and Does 1 through 25, individually and/or collectively: (i) used substantially the
6 same facilities or substantially the same workforce to offer substantially the same services as the
7 judgment debtor; (ii) had substantially the same owners or managers that control the labor relations as
8 the judgment debtor; (iii) employed as a managing agent any person who directly controlled the
9 wages, hours, or working conditions of the affected workforce of the judgment debtor. The term
10 managing agent has the same meaning as in subdivision (b) of Section 3294 of the Civil Code; and/or
11 (iv) operated a business in the same industry and the business has an owner, partner, officer, or
12 director who is an immediate family member of any owner, partner, officer, or director of the
13 judgment debtor.

14 **APPLICABLE WAGE AND HOUR STANDARDS**

15 37. At all times pertinent hereto, California Business and Professions Code §17200
16 provided in pertinent part: “As used in this chapter, unfair competition shall mean and include any
17 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading
18 advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of
19 Division 7 of the Business and Professions Code.”

20 38. At all times pertinent hereto, California Business and Professions Code §17201
21 provided in pertinent part: “As used in this chapter, the term person shall mean and include natural
22 persons, corporations, firms, partnerships, joint stock companies, associations and other organizations
23 of persons.”

24 39. At all times pertinent hereto, California Business and Professions Code §17202
25 provided in pertinent part: “Notwithstanding Section 3369 of the Civil Code, specific or preventive
26 relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.”

27 40. At all times pertinent hereto, California Business and Professions Code §17203
28 provided in pertinent part: “Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The court may make such orders
2 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
3 employment by any person of any practice which constitutes unfair competition, as defined in this
4 chapter, or as may be necessary to restore to any person in interest any money or property, real or
5 personal, which may have been acquired by means of such unfair competition. Any person may
6 pursue representative claims or relief on behalf of others only if the claimant meets the standing
7 requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure...”

8 41. At all times pertinent hereto, California Business and Professions Code §17205
9 provided in pertinent part: “Unless otherwise expressly provided, the remedies or penalties provided
10 by this chapter are cumulative to each other and to the remedies or penalties available under all other
11 laws of this state.”

12 42. At all times pertinent hereto, pursuant to California law, including, but not limited to,
13 Labor Code § 1197-1198, it was unlawful to pay less than the wage established by law or to employ
14 persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under
15 conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg.,
16 Division 1 (the "IWC Wage Orders").

17 43. At all times pertinent hereto, 8 Cal. Code Reg. ("CCR") section 11070 (Industrial
18 Welfare Commission, Industry and Occupation Orders, Wage Order (the “Wage Order”), which
19 applies to Plaintiffs, as well as their fellow Class Members’ and Aggrieved Employees’ employment
20 with Defendants, required that each non-exempt employee working at least 3.5 hours must be given a
21 paid rest period of not less than ten consecutive minutes, uninterrupted, where the employee is
22 relieved of all duties; and a second rest period of not less than ten consecutive minutes be given to
23 each non-exempt employee working at least six hours in any given workday.

24 44. At all times pertinent hereto, the Wage Order required that each employee working at
25 least five hours must be given a paid or unpaid meal period of not less than thirty consecutive
26 minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal
27 period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working
28 at least ten hours in any given workday. Further, unless the employee is relieved of all duty during a

thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

45. At all times pertinent hereto, Labor Code § 200 defined "wages" as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

46. At all times pertinent hereto, Labor Code 200.3 provided in pertinent part that a successor to a judgment debtor shall be liable for any wages, damages, and penalties owed to any of the judgment debtor's former workforce pursuant to a final judgment, after the time to appeal therefrom has expired and for which no appeal therefrom is pending.

47. At all times pertinent hereto, Labor Code § 201 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

48. At all times pertinent hereto, Labor Code § 202 provided that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

49. At all times pertinent hereto, Labor Code § 203 provided that an employer who willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

50. At all times pertinent hereto, Labor Code § 204 provided that all wages, other than those mentioned in Labor Code §§ 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of the month during which
3 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
4 calendar month, shall be paid for between the 1st and 10th day of the following month.

5 51. At all times pertinent hereto, Labor Code § 216 provided in pertinent part: "In addition
6 to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or
7 officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay
8 wages due and payable after demand has been made. (b) Falsely denies the amount or validity
9 thereof, or that the same is due, with intent to secure for himself, their employer or other person, any
10 discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud,
11 the person to whom such indebtedness is due."

12 52. At all times relevant hereto, Labor Code § 218 provided, in pertinent part: "...Nothing
13 in this article shall limit the right of any wage claimant to sue directly or through an assignee for any
14 wages or penalty due him under this article."

15 53. At all times relevant hereto, Labor Code § 218.5 provided, in pertinent part: "(a) In
16 any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension
17 fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if
18 any party to the action requests attorney's fees and costs upon the initiation of the action. However, if
19 the prevailing party in the court action is not an employee, attorney's fees and costs shall be awarded
20 pursuant to this section only if the court finds that the employee brought the court action in bad
21 faith...."

22 54. At all times relevant hereto, Labor Code § 218.6 provided: "In any action brought for
23 the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
24 interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the
25 date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of
26 Division 2."

27 55. At all times pertinent hereto, Labor Code § 226 provided in pertinent part: "An
28 employer, semimonthly or at the time of each payment of wages, furnish each of their employees,

1 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
2 when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross
3 wages earned, (2) total hours worked by the employee,...(4) all deductions, provided, that all
4 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
5 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
6 the employee and their social security number, (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee.”

9 56. At all times pertinent hereto, Labor Code § 226.3 provided: “Any employer who
10 violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two
11 hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
12 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
13 provide the employee a wage deduction statement or fails to keep the records required in subdivision
14 (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty
15 provided by law. In enforcing this section, the Labor Commissioner shall take into consideration
16 whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an
17 employer for a first violation when that violation was due to a clerical error or inadvertent mistake.”

18 57. At all times pertinent hereto, Labor Code § 226.7 provided in pertinent part:
19 “...(b) An employer shall not require an employee to work during a meal or rest or recovery
20 period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the
21 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division
22 of Occupational Safety and Health.

23 (c) If an employer fails to provide an employee a meal or rest or recovery period in
24 accordance with a state law, including, but not limited to, an applicable statute or applicable
25 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
26 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay
27 the employee one additional hour of pay at the employee's regular rate of compensation for each
28 workday that the meal or rest or recovery period is not provided.

1 (d) A rest or recovery period mandated pursuant to a state law, including, but not limited to,
2 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
3 Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational
4 Safety and Health, shall be counted as hours worked, for which there shall be no deduction from
5 wages. This subdivision is declaratory of existing law.

6 58. At all times pertinent hereto, the applicable Industrial Welfare Commission Wage
7 Order and Labor Code § 510 provided in pertinent part:

8 “(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
9 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked
10 on the seventh day of work in any one workweek shall be compensated at the rate of no less than one
11 and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one
12 day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
13 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated
14 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section
15 requires an employer to combine more than one rate of overtime compensation in order to calculate
16 the amount to be paid to an employee for any hour of overtime work....”

17 59. At all times pertinent hereto, Labor Code § 512 provided in pertinent part:
18 “(a) An employer shall not employ an employee for a work period of more than five hours per day
19 without providing the employee with a meal period of not less than 30 minutes, except that if the total
20 work period per day of the employee is no more than six hours, the meal period may be waived by
21 mutual consent of both the employer and employee. An employer shall not employ an employee for a
22 work period of more than 10 hours per day without providing the employee with a second meal
23 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the
24 second meal period may be waived by mutual consent of the employer and the employee only if the
25 first meal period was not waived....”

26 60. At all times pertinent hereto, Labor Code § 558 provided in pertinent part: “Any
27 employer or other person acting on behalf of an employer who violates, or causes to be violated, a
28 section of this chapter or any provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
2 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee
3 was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
4 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
5 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
6 wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

7 61. At all times pertinent hereto, Labor Code § 558.1 provided:

8 “(a) Any employer or other person acting on behalf of an employer, who violates, or
9 causes to be violated, any provision regulating minimum wages or hours and days of work in any
10 order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
11 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

12 (b) For purposes of this section, the term “other person acting on behalf of an
13 employer” is limited to a natural person who is an owner, director, officer, or managing agent of the
14 employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294
15 of the Civil Code.

16 (c) Nothing in this section shall be construed to limit the definition of employer under
17 existing law.”

18 62. At all times relevant hereto, Labor Code § 1174 provided in pertinent part:

19 “Every person employing labor in this state shall:...

20 (c) Keep a record showing the names and addresses of all employees employed and
21 the ages of all minors.

22 (d) Keep, at a central location in the state or at the plants or establishments at which
23 employees are employed, payroll records showing the hours worked daily by and the wages paid to,
24 and the number of piece-rate units earned by and any applicable piece rate paid to, employees
25 employed at the respective plants or establishments. These records shall be kept in accordance with
26 rules established for this purpose by the commission, but in any case shall be kept on file for not less
27 than three years. An employer shall not prohibit an employee from maintaining a personal record of
28 hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

63. At all times relevant hereto, Labor Code § 1174.5 provided:

“Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

64. Plaintiffs are informed, believe, and thereon allege that, for the period of January 1, 2021, to December 31, 2021, the minimum wage for all industries where the employer had twenty-six (26) employees or more, such as Defendants, was not less than fourteen dollars (\$14.00) per hour.

65. Plaintiffs are informed, believe, and thereon allege that, for the period of January 1, 2022, to December 31, 2022, the minimum wage for all industries where the employer had twenty-six (26) employees or more, such as Defendants, was not less than fifteen dollars (\$15.00) per hour.

66. Plaintiffs are informed, believe, and thereon allege that, for the period of January 1, 2023, to December 31, 2023, the minimum wage for all industries where the employer had twenty-six (26) employees or more, such as Defendants, was not less than fifteen dollars and fifty cents (\$15.50) per hour.

67. Plaintiffs are informed, believe, and thereon allege that, for the period of January 1, 2024, to December 31, 2024, the minimum wage for all industries where the employer had twenty-six (26) employees or more, such as Defendants, was not less than sixteen dollars (\$16.00) per hour.

68. Plaintiffs are informed, believe, and thereon allege that, for the period of January 1, 2025, up to the filing of this First Amended Complaint, the minimum wage for all industries where the employer had twenty-six (26) employees or more, such as Defendants, was not less than sixteen dollars (\$16.50) per hour.

69. Plaintiffs are informed, believe, and thereon allege that, during the Class Period, Defendants failed to pay in accordance with respective minimum wage standards of the various counties and cities of the State of California in which Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, performed work for Defendants.

1 70. At all times pertinent hereto, Labor Code § 1194 provided, “(a) Notwithstanding any
2 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
3 the legal overtime compensation applicable to the employee is entitled to recover in a civil action the
4 unpaid balance of the full amount of this minimum wage or overtime compensation, including
5 interest thereon, reasonable attorney's fees, and costs of suit. (b) The amendments made to this
6 section by Chapter 825 of the Statutes of 1991 shall apply only to civil actions commenced on or
7 after January 1, 1992.”

8 71. At all times pertinent hereto, Labor Code § 1194.2 provided in pertinent part: “(a) In
9 any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a
10 wage less than the minimum wage fixed by an order of the commission or by statute, an employee
11 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
12 and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of
13 liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated
14 damages at any time before the expiration of the statute of limitations on an action for wages from
15 which the liquidated damages arise.”

16 72. At all times pertinent hereto, Labor Code § 1194.3 provided: “An employee may
17 recover attorney's fees and costs incurred to enforce a court judgment for unpaid wages due pursuant
18 to this code.”

19 73. At all times pertinent hereto, Labor Code § 1197 provided: “The minimum wage for
20 employees fixed by the commission or by any applicable state or local law, is the minimum wage to
21 be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This
22 section does not change the applicability of local minimum wage laws to any entity.”

23 74. At all times pertinent hereto, Labor Code § 1197.1 provided in pertinent part:
24 “(a) Any employer or other person acting either individually or as an officer, agent, or
25 employee of another person, who pays or causes to be paid to any employee a wage less than the
26 minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject
27 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any
28 applicable penalties imposed pursuant to Section 203 as follows:

1 (1) For any initial violation that is intentionally committed, one hundred
2 dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid.
3 This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
4 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (2) For each subsequent violation for the same specific offense, two hundred
6 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
7 underpaid regardless of whether the initial violation is intentionally committed. This amount shall be
8 in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
9 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
11 to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

12 75. At all times pertinent hereto, Labor Code § 1198 provided: “The maximum hours of
13 work and the standard conditions of labor fixed by the commission shall be the maximum hours of
14 work and the standard conditions of labor for employees. The employment of any employee for
15 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
16 unlawful.”

17 76. At all times pertinent hereto, Labor Code § 2802 provided, in relevant part, that “[a]n
18 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
20 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
21 directions, believed them to be unlawful.”

22 77. Plaintiffs, individually and on behalf of all others similarly situated of the Class and
23 Aggrieved Employees, seek recovery of wages, restitution, as well as penalties, for each day to which
24 they and fellow Class Members and Aggrieved Employees, were subject to the unlawful conduct of
25 Defendants, to wit: denied wages; underpaid for actual hours of work; not compensated at the proper
26 rate for hours worked; not permitted valid ten (10) consecutive minute, uninterrupted rest periods,
27 and relieved of all job duties; were not provided valid thirty (30) consecutive minute, uninterrupted
28 meal periods, and relieved of all job duties; not timely paid all earned wages and compensation

1 during employment and at the cessation of employment; were provided inaccurate and incomplete
2 wage statements; not provided cooldown periods; and not reimbursed for all necessary business
3 expenses incurred.

4 78. Plaintiffs, individually and on behalf of all other similarly situated Class Members also
5 seek remedies for unfair competition and unlawful, unfair, or fraudulent business practices, all of
6 which deprived Plaintiffs, as well as their fellow Class Members, of their proper wages and
7 compensation, in a calculated effort by Defendants to illegally reduce payroll costs and increase
8 Defendants' profits.

9 **CLASS ACTION ALLEGATIONS**

10 79. Plaintiffs advance this putative Class Action, individually and on behalf of all other
11 similarly situated members of the putative Class, pursuant to applicable laws of the State of
12 California.

13 80. The "Class" is comprised of the following Sub-Classes:

14 a. Unpaid Wages and Compensation Sub-Class: Those members of the Class who
15 earned wages and/or compensation associated with their work for Defendants at any time during the
16 Class Period;

17 b. Overtime Subclass: Those members of the Class who, associated with their work
18 for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work week, in
19 excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week, at any time
20 during the Class Period;

21 c. Rest Period Sub-Class: Those members of the Class who, associated with their
22 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who worked
23 in excess of 6 hours a day, at any time during the Class Period;

24 d. Meal Period Sub-Class: Those members of the Class who, associated with their
25 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a day,
26 at any time during the Class Period;

27 e. Untimely Payment of Wages-Compensation Sub-Class: Those members of the
28 Class who were paid wages and compensation by Defendants at any time during the Class Period;

1 f. Waiting Time Sub-Class: Those members of the Class who were terminated or
2 quit from the employ of Defendants at any time during the Class Period;

3 g. Wage-Statement Sub-Class: Those members of the Class who Defendants
4 provided a wage statement at any time during the Class Period;

5 h. Cool-Down Period Sub-Class: Those members of the Class who were not
6 permitted to take recovery periods in the shade or dedicated indoor cool-down area to prevent
7 overheating, at any time during the Class Period; and

8 i. Reimbursement Sub-Class: Those members of the Class who were not reimbursed
9 necessary business expenses incurred in connection with their work for Defendants, at any time during
10 the Class Period.

11 81. Plaintiffs reserve the right pursuant to the applicable law, to amend or modify the
12 respective definitions of the Class and/or Sub-Classes to provide greater specificity and/or further
13 division into subclasses or limitation to particular issues.

14 82. Plaintiffs are informed, believe, and thereon allege that the number of Class Members
15 exceeds one hundred (100). Consequently, the Class is so numerous that joinder of all members
16 individually would be impractical.

17 83. Plaintiffs are members of the non-exempt employees comprising the Class and were
18 employed with Defendants at their facilities and job sites in the County of Los Angeles, at various
19 times during the period of four years prior to the filing of this action.

20 84. Plaintiffs have no conflict of interest with their fellow Class Members and have been
21 able, and will continue to be able, to fairly and adequately protect the interests of all Class Members.

22 85. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful
23 employment policies and practices raise questions of fact common to the Class Members, including
24 whether Defendants: (a) refused to pay Plaintiffs, as well as their fellow Class Members, all of their
25 earned wages and compensation, including minimum, regular rate, and overtime, by requiring, inter
26 alia, Plaintiffs, as well as their fellow Class Members, to work "off-the-clock" to complete their job
27 duties; (b) did not permit Plaintiffs, as well as their fellow Class Members, to take all of their
28 statutorily entitled rest periods; (c) did not provide Plaintiffs, as well as their fellow Class Members,

1 the opportunity to take all of their statutorily entitled meal periods; (d) failed to pay Plaintiffs, as
2 well as their fellow Class Members, one hour of compensation at their regular rate of pay, for each
3 earned rest period not permitted and/or each earned meal period not provided and/or each cooldown
4 recovery period not provided; (e) failed to timely pay Plaintiffs, as well as their fellow Class
5 Members, all of their earned wages and compensation; (f) failed to furnish to Plaintiffs, as well as
6 their fellow Class Members, accurate Labor Code § 226 compliant wage statements; (g) failed to
7 timely pay Plaintiffs, as well as their fellow Class Members, all of their earned wages, compensation
8 and benefits immediately at the termination of their employment or within seventy-two hours of them
9 quitting; (h) failed to provide recovery periods to Plaintiffs, as well as their fellow Class Members, in
10 the shade or dedicated indoor cool-down area to prevent overheating; and/or (i) failed to reimburse
11 Plaintiffs, as well as their fellow Class Members, for all necessary business expenses.

12 86. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful
13 employment policies and practices, raise numerous questions of law common to the Class Members,
14 including, without limitation: (a) whether the provisions of the Labor Code and 8 CCR § 11050
15 include the employer's obligation to pay all earned wages and to pay all such earned wages at the
16 time of the termination of a member of the Class's employment; (b) Defendants legal obligation to
17 permit Class Members to take paid rest periods of ten (10) consecutive, uninterrupted minutes for
18 shifts in excess of four hours and a second rest period for shifts in excess of six hours; (c) Defendants
19 legal obligation to provide Class Members the opportunity to take meal periods of thirty (30)
20 consecutive, uninterrupted minutes for shifts in excess of five hours and a second meal period for
21 shifts in excess of ten hours; (d) Defendants obligation to provide recovery periods to Plaintiffs, as
22 well as their fellow Class Members, in the shade or dedicated indoor cool-down area to prevent
23 overheating; (e) whether Defendants obligation to provide Labor Code § 226 compliant wage
24 statements to the Class Members are applicable to non-exempt employees such as Plaintiffs and their
25 fellow Class Members; (f) what remedies, including restitution, compensatory damages, statutory and
26 civil penalties, wages, premium compensation, and disgorgement of revenue, are available under
27 California law to Class Members who: were not paid all earned wages, compensation and benefits;
28 were not timely paid all earned minimum, regular rate, and overtime compensation and benefits; were

not paid all wages earned at the time of the termination of their employment relationship with Defendants; were not provided lawful wage statements; were not permitted to take a paid ten consecutive minute, uninterrupted, rest period for shifts worked in excess of 3.5 hours and a second rest period of not less than ten consecutive minutes, uninterrupted, for shifts worked of at least six (6) hours in a given workday; were not provided a thirty consecutive minute, uninterrupted, meal period for shifts worked in excess of five (5) hours and a second meal period of not less than thirty consecutive minutes, uninterrupted, for shifts worked of at least ten (10) hours in a given workday; were not paid one hour of pay at the members' regular rate of pay for each paid ten (10) consecutive minute, uninterrupted, rest period that Defendants did not permit the Class Members to take; were not paid one hour of pay at the members' regular rate of pay for each thirty (30) consecutive minute, uninterrupted, meal period that Defendants did not provide the Class Members to take; were not paid one hour of pay at the members' regular rate of pay for each cooldown recovery period not provided; were not provided a compliant Labor Code § 226 wage statement; were not provided compliant recovery periods; and/or were not reimbursed all necessary business expenses.

87. Plaintiffs are informed, believe, and thereon allege that their claims are typical of the claims of the Class Members because: they encompass the same unlawful policies and practices of Defendants; they arise out of the same alleged course of conduct by Defendants; are based upon the same legal theories as the claims of the Class; and the legal issues raised under the California state laws as a result of Defendants' conduct apply equally to Plaintiffs, as well as their fellow Class Members.

88. Plaintiffs are informed, believe, and thereon allege that all Class Members are similarly situated in that, throughout their employment, they were subject to Defendants' violations of California labor law, including the following: Defendants maintained uniform policies and practices whereby Defendants regularly and systematically: (a) refused to pay Plaintiffs, as well as their fellow Class Members, all of their earned wages and compensation, including minimum, regular rate, and overtime by requiring, inter alia, Plaintiffs, as well as their fellow Class Members, to work "off-the-clock" to complete their job duties; (b) did not permit Plaintiffs, as well as their fellow Class Members, to take all of their statutorily entitled rest periods; (c) did not provide Plaintiffs, as well as

1 their fellow Class Members, the opportunity to take all of their statutorily entitled meal periods; (d)
2 failed to pay Plaintiffs, as well as their fellow Class Members, one hour of compensation at their
3 regular rate of pay, for each earned rest period not permitted and/or each earned meal period not
4 provided and/or each cooldown recovery period not provided; (e) failed to timely pay Plaintiffs, as
5 well as their fellow Class Members, all of their earned wages and compensation; (f) failed to furnish
6 to Plaintiffs, as well as their fellow Class Members, accurate Labor Code § 226.7 compliant wage
7 statements; (g) failed to timely pay Plaintiffs, as well as their fellow Class Members, all of their
8 earned wages, compensation and benefits immediately at the termination of their employment or
9 within seventy-two hours of them quitting; (h) failed to provide Plaintiffs, as well as their fellow
10 Class Members, compliant recovery periods, and/or (i) failed to reimburse Plaintiffs, as well as their
11 fellow Class Members, for all necessary business expenses.

12 89. Plaintiffs are informed, believe, and thereon allege that the prosecution of separate
13 actions by or against individual Class Members would create a risk of substantial prejudice because
14 separate actions could result in the imposition of incompatible standards of conduct on the party
15 opposing class certification through inconsistent findings of fact, applications of law, judgments or
16 other such varying adjudications. Such potential inconsistent judgments or varying adjudications
17 include, but are not limited to, the propriety of Defendants' labor policies and practices as detailed
18 herein.

19 90. The questions of law and fact common to the Class Members predominate over any
20 questions affecting only individual members, and a class action is superior to other available methods
21 for the fair and efficient adjudication of the controversy in that Class Members have little or no
22 interest in individually controlling the prosecution of separate actions. The putative Class Member's
23 individual claims are of a magnitude which make pursuit thereof, on an individual basis,
24 economically unfeasible and dissuade prosecution of such meritorious claims as the economic benefit
25 is far outweighed by the justified concern for retaliatory conduct on the part of Defendants and/or
26 concern for impaired future job prospects as a result of the perceived stigma associated with having
27 advanced litigation against one's previous employer.
28

1 91. Plaintiffs are not aware of any pending litigation concerning the controversy already
2 commenced by any Class Members.

3 92. Plaintiffs are informed, believe, and thereon allege that it is desirable to concentrate
4 the litigation of the claims in this court because substantially all of Plaintiffs' employment activities
5 for which their claims arise took place within the venue of the above-entitled court and Defendants
6 otherwise conduct business in this jurisdiction.

7 93. Plaintiffs are informed, believe, and thereon allege that this action is manageable as a
8 class action because, compared with any other method, such as consolidation of individual actions, a
9 class action is fairer and more efficient, avoids the potential for inconsistent findings of fact and/or
10 application of law, and would not present the parties, the members of the putative class, or the Court
11 with significant procedural or administrative difficulties in management thereof as a class action.
12 Furthermore, a class action would maximize judicial efficiency and minimize the inconvenience to
13 both party and non-party witnesses who would otherwise have to testify in a multitude of
14 proceedings.

15 94. Plaintiffs are informed, believe, and thereon allege, that Plaintiffs contemplate the
16 distribution of a precertification notice to the putative class in accordance with the mandates of the
17 U.S. Supreme Court in the case of *Gulf Oil Co. v. Bernard* (1981) 452 U.S. 89. In *Gulf Oil*, the U.S.
18 Supreme Court noted that the general policies embodied in Federal Rule of Civil Procedure Rule 23
19 include allowing class representatives to inform potential class members of the existence of the
20 lawsuit; to obtain information about the merits of the lawsuit; as well as obtain information about the
21 merits of the case from the persons they seek to represent. The policy considerations for the
22 distribution of a precertification notice were subsequently affirmed by the California Supreme Court
23 in the case of *Pioneer Electronics (USA), Inc. v. Superior Court* (2007), 40 Cal.4th 360 (*Pioneer*),
24 wherein the Court held that parties should have equal access to potential class members for discovery
25 purposes.

26 95. Plaintiffs are informed, believe, and thereon allege that notice to the Class is
27 warranted, so as to provide the best notice practicable under the circumstances, including individual
28 notice to all members who can be identified through reasonable effort. Said notice will clearly and

1 concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of
2 the class to be certified; (iii) the class claims, issues; (iv) that a putative class member may enter an
3 appearance through an attorney if the member so desires; (v) that the court will exclude from the
4 class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and
5 (vii) the binding effect of a class judgment on members under California law.

6 96. Plaintiffs are informed, believe, and thereon allege that Paul J. Denis and Ethan E. Rasi,
7 of Denis & Rasi, PC, and William Y. Sung of the Law Office of William Sung, individually and
8 collectively, are able to adequately represent Plaintiffs, as well as their fellow Class Members, as class
9 counsel with respect to the claims advanced in this action.

10 **FIRST CAUSE OF ACTION**
11 **(FAILURE TO PAY ALL EARNED WAGES)**
12 **(Against All Defendants)**

13 97. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged
14 in this First Amended Complaint as though fully set forth herein.

15 98. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiffs and Class
16 Members and Aggrieved Employees were not exempt managerial, administrative, or professional
17 employees.

18 99. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed
19 to pay Plaintiffs and other similarly situated Class Members and Aggrieved Employees for all the
20 time worked as a result of Defendants' labor policies and practices, including, but not limited to: (a)
21 requiring members to perform work prior to the members clocking at the beginning of each shift.
22 Defendants directed each member to properly don the appropriate PPE ("Personal Protection
23 Equipment") before each member was/is permitted to be on the factory floor to operate forging
24 equipment. Said unlawful practice resulted in uncompensated earned hours worked for which
25 Plaintiffs, Class Members, and Aggrieved Employees should have received compensation for
26 minimum wage and/or at an overtime rate to wages calculated at their regular rate of pay.

1 107. Plaintiffs are informed, believe, and thereon allege that for each day and week within
2 the applicable limitations period, during the course of their employment with Defendants, Plaintiffs,
3 as well as their fellow Class Members and Aggrieved Employees, performed work without being paid
4 the required overtime wage under California law, including, but not limited to, the Wage Order and
5 Labor Code § 1182.12.

6 108. Plaintiffs are informed, believe, and thereon allege that for each day and week within
7 the applicable limitations period, during the course of their employment with Defendants, Plaintiffs,
8 as well as their fellow Class Members and Aggrieved Employees, performed work in excess of eight
9 hours per day, forty hours per week, and/or the first eight hours of work on a seventh consecutive day
10 as well as double their regular rate of pay for work in excess of twelve hours per day or in excess of
11 eight hours on the seventh consecutive day of work, without being paid the required overtime wages
12 under California law, including, but not limited to, the Wage Order and Labor Code §§ 510, 512.

13 109. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed,
14 refused and continue to fail and refuse to pay Plaintiffs, as well as their fellow Class Members and
15 Aggrieved Employees, one and one-half times their regular rate of pay for hours worked in excess of
16 8 hours in a given day, 40 hours in a given seven day period, in addition to the first 8 hours of the
17 seventh consecutive day of work; as well as double their regular rate of pay for work in excess of
18 twelve hours per day, or in excess of eight hours on the seventh consecutive day of work.

19 110. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed
20 to accurately record all hours worked, time from the hours worked by Plaintiffs, as well as their
21 fellow Class Members and Aggrieved Employees, despite the fact that they began to work prior to the
22 start of their scheduled shift. Said unlawful failure to accurately record all hours worked thereby
23 substantially reducing the earned hours worked for which Plaintiffs and Class Members and
24 Aggrieved Employees received their minimum wage and/or improperly changed payment of hours
25 that should have been compensated at an overtime rate to wages calculated at their regular rate of
26 pay.

111. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, are entitled to a recovery of damages for all unpaid overtime wages at the proper rates of pay as restitution from Defendants.

112. At all times pertinent hereto, California Labor Code § 1194 provided: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit".

113. At all times pertinent hereto, California Labor Code § 1194.2 provided for the recovery of prejudgment interest in any action brought to recover the nonpayment of minimum wages and overtime wages at the rate specified in Civil Code § 3289.

114. At all times pertinent hereto, Labor Code § 1194.3 provided for the recovery of attorney's fees and costs in any action brought to recover the nonpayment of minimum or overtime wages.

115. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, of the minimum and overtime wages to which they were entitled under California law so as to increase Defendants' profits, notwithstanding their statutory obligations, including those which carry criminal penalties for noncompliance.

THIRD CAUSE OF ACTION

(FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS)

(Against All Defendants)

116. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged in this First Amended Complaint as though fully set forth herein.

117. Plaintiffs are informed, believe, and thereon allege that Defendants have promulgated and enforced policies and practices under which Plaintiffs, as well as their fellow Class Members and

Aggrieved Employees, regularly worked shifts in excess of four hours without being permitted the opportunity to take a paid rest period of at least ten (10) consecutive minutes, uninterrupted, relieved of all job duties, and worked more than six (6) hours at a time without being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

118. Plaintiffs are informed, believe, and thereon allege that no member of the Class nor any Aggrieved Employee has ever been paid their earned compensation for work performed by Class Members and Aggrieved Employees during the rest period to which they were entitled, yet not provided the opportunity to take, as well as additional monies required under Labor Code § 226.7. Instead, Defendants have unlawfully failed and refused and continue to fail and refuse to pay monies to Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, for labor performed during the rest periods which Defendants refused to permit Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, opportunity to take said rest breaks.

119. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, of the monies to which they were and are entitled under California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including obligations which carry criminal penalties for noncompliance.

FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS)

(Against All Defendants)

120. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged in this First Amended Complaint as though fully set forth herein.

121. Plaintiffs are informed, believe, and thereon allege that during each day and week of each pay period within the applicable limitations period, Defendants promulgated and enforced policies and practices under which the Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, regularly worked more than five (5) hours at a time without being permitted the opportunity to take a meal period of at least thirty (30) consecutive minutes, uninterrupted,

1 relieved of all job duties, and worked more than ten (10) hours at a time without being allowed a
2 second thirty (30) consecutive minute, uninterrupted, meal period, relieved of all job duties.

3 122. The nature of the work performed by Plaintiffs, as well as their fellow Class Members
4 and Aggrieved Employees, did not prevent them from being relieved of all job duties.

5 123. Plaintiffs are informed, believe, and thereon allege that neither Plaintiffs nor their
6 fellow Class Members and Aggrieved Employees have ever been paid their earned compensation for
7 work they performed during the meal period to which they were entitled, yet not provided the
8 opportunity to take, as well as additional monies required under Labor Code § 226.7. Instead,
9 Defendants unlawfully failed, refused and continue to fail and refuse to pay monies for labor
10 performed during the meal periods which Defendants refused to provide Plaintiffs, as well as their
11 fellow Class Members and Aggrieved Employees, the opportunity to take.

12 124. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
13 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
14 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
15 Class Members and Aggrieved Employees, of monies to which they were and are entitled under
16 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,
17 including obligations which carry criminal penalties for noncompliance.

18 **FIFTH CAUSE OF ACTION**

19 **(FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION)**

20 **(Against All Defendants)**

21 125. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in this
22 First Amended Complaint as though fully set forth herein.

23 126. At all times pertinent hereto, California law, including, but not limited to, Labor Code
24 § 204 provided that all wages, other than those mentioned in Labor Code § 201, 202, 204.1, or 204.2,
25 earned by any person in any employment, are due and payable twice during each calendar month, on
26 days designated in advance by the employer as the regular paydays. Labor performed between the
27 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th
28 day of the month during which the labor was performed, and labor performed between the 16th and

1 the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
2 following month.

3 127. Plaintiffs are informed, believe, and thereon allege that Defendants failed to timely
4 tender Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, all of their earned
5 minimum, regular rate, and overtime wages, and Labor Code §226.7 compensation, in accordance
6 with California law, including, but not limited to, Labor Code § 204, such that labor performed
7 between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th
8 and the 26th day of the month during which the labor was performed, and labor performed between
9 the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th
10 day of the following month.

11 128. Plaintiffs are informed, believe, and thereon allege that as a consequence of
12 Defendants' failure to timely tender Plaintiffs, as well as their fellow Class Members and Aggrieved
13 Employees, all of their earned minimum, regular-rate and overtime wages, as well as Labor Code §
14 226.7 compensation, that Plaintiffs, as well as their fellow Class Members and Aggrieved Employees,
15 were deprived of the timely receipt of their earned wages and other compensation and, as a result
16 thereof, were deprived of the interest and monetary appreciation that would accrue on said monies -
17 financial growth which Defendants were afforded the opportunity to realize as a consequence of their
18 unlawful and unfair withholding of the wages and compensation earned by, and due and owing,
19 Plaintiffs, as well as their fellow Class Members and Aggrieved Employees.

20 129. At all times pertinent hereto, California law, including, but not limited to, Labor Code
21 § 215 provided, "Any person, or the agent, manager, superintendent or officer thereof, who violates
22 any provision of Section..., 204,... is guilty of a misdemeanor. Any failure to keep posted any notice
23 required by Section 207 is prima facie evidence of a violation of these sections."

24 130. At all times pertinent hereto, California law, including, but not limited to, Labor Code
25 § 216 provided, "In addition to any other penalty imposed by this article, any person, or an agent,
26 manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having the ability to
27 pay, willfully refuses to pay wages due and payable after demand has been made. (b) Falsely denies
28 the amount or validity thereof, or that the same is due, with intent to secure for himself, their

1 employer or other person, any discount upon such indebtedness, or with intent to annoy, harass,
2 oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

3 131. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them,
4 by and through their respective corporate officers, directors, and managing agents, ordered,
5 authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs and
6 fellow Class Members and Aggrieved Employees of the wages and premium compensation to which
7 they were entitled under California law so as to increase Defendants' profits, regardless of their
8 statutory obligations, including those which carry criminal penalties for noncompliance.

9 **SIXTH CAUSE OF ACTION**

10 **(FAILURE TO PAY ALL EARNED WAGES AND**
11 **COMPENSATION UPON TERMINATION OF EMPLOYMENT)**

12 **(Against All Defendants)**

13 132. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged
14 in this First Amended Complaint as though fully set forth herein.

15 133. Plaintiffs are informed, believe, and thereon allege that for each day and week of each
16 pay period within the applicable limitations period, certain Plaintiffs, Class Members, and Aggrieved
17 Employees’ employment relationship with Defendants was terminated without Defendants paying all
18 wages and compensation due to Plaintiffs or their fellow terminated Class Members and Aggrieved
19 Employees, in the time period prescribed by the Labor Code.

20 134. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their
21 fellow terminated Class Members and Aggrieved Employees, have been available and ready to
22 receive the wages and compensation owed to them.

23 135. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their
24 fellow terminated Class Members and Aggrieved Employees, have not refused to receive any
25 payment, nor have Plaintiffs or their fellow terminated Class Members and Aggrieved Employees
26 been absent from their regular place of residence to receive the wages and compensation due and
27 owing them by Defendants.

1 136. Plaintiffs are informed, believe, and thereon allege that Defendants' failure to pay
2 Plaintiffs, as well as their fellow terminated Class Members and Aggrieved Employees, their wages
3 and compensation due and owing, as set forth in detail herein, was willful.

4 137. Plaintiffs are informed, believe, and thereon allege that Defendants have knowingly
5 refused to pay Plaintiffs, as well as their fellow terminated Class Members and Aggrieved
6 Employees, all wages and compensation due and owing to them.

7 138. At all times pertinent hereto, Labor Code § 203 provided that an employer who
8 willfully fails to pay, without abatement or reduction, in accordance with Labor §§ 201, 201.5, 202,
9 and 205.5, any wages of an employee who is discharged or who quits, the daily wages of the
10 employee shall continue as a penalty from the due date thereof at the same daily rate until paid or
11 until an action therefore is commenced up to, but not more than thirty (30) days.

12 139. At all times pertinent hereto, Labor Code § 216 provided that in addition to any other
13 penalty imposed by the article, any person, or an agent, manager, superintendent, or officer thereof is
14 guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and
15 payable after demand has been made; (b) Falsely denies the amount or validity thereof, or that the
16 same is due, with intent to secure for himself, their employer or other person, any discount upon such
17 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom
18 such indebtedness is due.

19 140. At all times pertinent hereto, California law, including, but not limited to, Labor Code
20 § 1194, provided that for any action brought for the nonpayment of wages, fringe benefits, or health
21 and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs
22 to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation
23 of the action.

24 141. At all times pertinent hereto, Labor Code § 1194.2 provided that in any action brought
25 for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
26 interest specified in Civil Code § 3289(b), which shall accrue from the date that the wages were due
27 and payable.
28

142. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through their respective officers, directors, and managing agents, ordered, authorized, approved and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs and their fellow members of the Class of the monies to which they were entitled under California law, so as to increase Defendants' profits, regardless of their statutory obligations, including those which carry criminal penalties for noncompliance.

SEVENTH CAUSE OF ACTION

(FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS)

(Against All Defendants)

143. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged in this First Amended Complaint as though fully set forth herein.

144. At all times pertinent hereto, California Labor Code § 226 required Defendants, at the time of each payment of wages, to furnish Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee,... (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

145. Plaintiffs are informed, believe, and thereon allege that for each day and week of each pay period within the applicable limitations period, Defendants failed to provide Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, with an accurate itemized statement in writing that complied with Labor Code § 226, including, but not limited to, the following: failing to accurately report the total number of hours actually worked by Plaintiffs, as well as their fellow Class Members and Aggrieved Employees; failing to accurately record all earned overtime; and accurately

1 record the corresponding number of hours worked at each hourly rate by Plaintiffs and their fellow
2 Class Members and Aggrieved Employees.

3 146. As a result of Defendants' failure, Plaintiffs, as well as their fellow Class Members
4 and Aggrieved Employees, are entitled to recover the greater of all actual damages or fifty dollars for
5 the initial pay period in which a violation occurred and one hundred dollars for each violation in a
6 subsequent pay period, not exceeding an aggregate penalty of \$4,000, plus costs and reasonable
7 attorney's fees pursuant to California law, including, but not limited to, Labor Code § 226(e).

8 147. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
9 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
10 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow
11 Class Members and Aggrieved Employees, of monies to which they were and are entitled under
12 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,
13 including obligations which carry criminal penalties for noncompliance.

14 **EIGHTH CAUSE OF ACTION**

15 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

16 **(Against All Defendants)**

17 148. Plaintiffs hereby reallege and incorporates by reference all facts and allegations
18 alleged in this First Amended Complaint as though fully set forth herein.

19 149. At all times pertinent hereto, California Labor Code § 2802 required Defendants to
20 indemnify Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, for all
21 necessary expenditures or losses incurred by them in direct consequence of the discharge of their
22 duties, or of their obedience to the directions of Defendants.

23 150. Plaintiffs are informed, believe, and thereon allege that during the applicable
24 limitations period, Defendants required Plaintiffs, as well as their fellow Class Members and
25 Aggrieved Employees, to incur necessary business expenditures and losses in direct consequence of
26 the discharge of their duties and/or obedience to Defendants' directions, including but not limited to,
27 expenses relating to the purchase of uniform items, personal protective equipment, and expenses
28 relating to the use of personal cell phones for work purposes.

1 151. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed,
2 refused and continue to fail and refuse to reimburse Plaintiffs, as well as their fellow Class Members
3 and Aggrieved Employees, for all necessary business expenditures and losses incurred in direct
4 consequence of the discharge of their duties and/or obedience to the directions of Defendants, in
5 violation of Labor Code § 2802.

6 152. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class Members
7 and Aggrieved Employees, are entitled to recover all unreimbursed necessary business expenditures
8 and losses, interest thereon, and reasonable attorney's fees and costs pursuant to California law,
9 including, but not limited to, Labor Code § 2802.

10 153. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
11 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
12 and/or ratified the conduct herein alleged with intent to deprive Plaintiffs, as well as their fellow
13 Class Members and Aggrieved Employees, of monies to which they were and are entitled under
14 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,
15 including obligations which carry criminal penalties for noncompliance.

16 **NINTH CAUSE OF ACTION**

17 **(FAILURE TO PROVIDE RECOVERY AND COOL-DOWN PERIODS)**

18 **(Against All Defendants)**

19 154. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged
20 in this First Amended Complaint as though fully set forth herein.

21 155. At all times pertinent hereto, California Labor Code § 226.7 prohibited Defendants
22 from requiring Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, to work
23 during a recovery period mandated pursuant to an applicable statute, regulation, standard, or order of
24 the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
25 Division of Occupational Safety and Health.

26 156. Plaintiffs are informed, believe, and thereon allege that during each day and week of
27 each pay period within the applicable limitations period, Defendants promulgated and enforced
28 policies and practices under which Plaintiffs, as well as their fellow Class Members and Aggrieved

1 Employees, regularly worked on Defendants' premises, including while operating forging equipment,
2 without being permitted the opportunity to take legally compliant recovery and cool-down periods
3 needed to prevent overheating.

4 157. Plaintiffs are informed, believe, and thereon allege that Defendants required Plaintiffs,
5 as well as their fellow Class Members and Aggrieved Employees, to continue working during
6 recovery and cool-down periods to which they were entitled under California law, and failed to
7 authorize and permit them to take recovery and cool-down periods when needed to prevent
8 overheating.

9 158. Plaintiffs are informed, believe, and thereon allege that neither Plaintiffs nor their
10 fellow members of the Class and Aggrieved Employees, have ever been paid their earned
11 compensation for work they performed during the recovery and cool-down periods to which they
12 were entitled, yet not permitted the opportunity to take, as well as additional monies required under
13 Labor Code § 226.7. Instead, Defendants unlawfully failed, refused and continue to fail and refuse to
14 pay monies to Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, for labor
15 performed during the recovery and cool-down periods which Defendants refused to permit them the
16 opportunity to take.

17 159. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through
18 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
19 and/or ratified the conduct herein alleged with intent to deprive Plaintiffs, as well as their fellow
20 Class Members and Aggrieved Employees, of monies to which they were and are entitled under
21 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,
22 including obligations which carry criminal penalties for noncompliance.

23 **TENTH CAUSE OF ACTION**

24 **(UNFAIR BUSINESS PRACTICES)**

25 **(Against All Defendants)**

26 160. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged
27 in this First Amended Complaint as though fully set forth herein.
28

1 161. Plaintiffs are informed, believe, and thereon allege that during the Class Period,
2 Defendants committed unfair and unlawful business acts, as those terms are defined in Business and
3 Professions Code §17200, et seq., and reaped substantial unjust revenue by, inter alia: (a) failing to
4 pay Plaintiffs, as well as their fellow Class Members, all of their earned wages and compensation,
5 including minimum, regular rate, and overtime; (b) failing to permit Plaintiffs, as well as their fellow
6 Class Members, to take all of their statutorily entitled rest periods; (c) failing to provide Plaintiffs, as
7 well as their fellow Class Members, the opportunity to take all of their statutorily entitled meal
8 periods; (d) failing to pay Plaintiffs, as well as their fellow Class Members, one hour of compensation
9 at their regular rate of pay, for each earned rest period not permitted and/or each earned meal period
10 not provided and/or each cooldown recovery period not provided; (e) failing to timely pay Plaintiffs,
11 as well as their fellow Class Members, all of their earned wages and compensation; (f) failing to
12 furnish to Plaintiffs, as well as their fellow Class Members, accurate Labor Code § 226 compliant
13 wage statements; (g) failing to timely pay Plaintiffs, as well as their fellow Class Members, all of
14 their earned wages, compensation and benefits immediately at the termination of their employment or
15 within seventy-two hours of them quitting; (h) failing to provide Plaintiffs, as well as their fellow
16 Class Members, with compliant recovery periods, (i) failing to reimburse Plaintiffs, as well as their
17 fellow Class Members, all necessary business expenses; and/or (j) failing to abide by other provisions
18 of the California Labor Code and the applicable Industrial Welfare Commission Wage Order. Such
19 conduct by Defendants constitutes unfair competition and unfair business practices, as such terms are
20 described in Business and Professions Code §17200, et seq.

21 162. Pursuant to Business and Professions Code § 17203, the Court is authorized to make
22 such orders or judgments as may be necessary to prevent the use or employment by any such person
23 or entity of any such practice which constitutes unfair competition or as may be necessary to restore
24 to any person in interest any money or property which may have been acquired by means of such
25 unfair competition.

26 163. Plaintiffs are informed, believe, and thereon allege that Defendants have violated
27 California labor law as detailed herein and, unless restrained and ordered to disgorge to Plaintiffs, as
28 well as their fellow Class Members, as restitution, all ill-gotten revenue derived from Defendants'

1 unfair and unlawful business practices detailed herein, Defendants will continue to violate Unfair
2 Competition Law by engaging in the business practices violative of California labor law as detailed
3 hereinabove.

4 ///

5 **ELEVENTH CAUSE OF ACTION**

6 **(PAGA – LABOR CODE §§ 2698, et seq.)**

7 **(Against All Defendants)**

8 164. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in this
9 First Amended Complaint, as though fully set forth herein.

10 165. At all times relevant hereto, California law, including, but not limited to, Labor Code
11 §§ 2698, et seq., known as PAGA, provided an aggrieved employee, on behalf of themselves and
12 other current or former aggrieved employees, through a civil action, a procedure to recover those civil
13 penalties to be assessed against Defendants and collected by the LWDA or any of its departments,
14 divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code.

15 166. At all times relevant hereto, California law, including, but not limited to, Labor Code
16 § 2699, provided in pertinent part: “(a) Notwithstanding any other provision of law, any provision of
17 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
19 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
20 brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Section 2699.3. (b) For purposes of this part,
22 ‘person’ has the same meaning as defined in Section 18. (c) For purposes of this part, ‘aggrieved
23 employee’ means any person who was employed by the alleged violator and against whom one or
24 more of the alleged violations was committed.”

25 167. At all times relevant hereto, California law, including, but not limited to, Labor Code
26 § 2699(e), provided in pertinent part: “(1) For purposes of this part, whenever the Labor and
27 Workforce Development Agency, or any of its departments, divisions, commissions, boards,
28 agencies, or employees, has discretion to assess a civil penalty, a court is authorized to exercise the

1 same discretion, subject to the same limitations and conditions, to assess a civil penalty.... (f)(2) If, at
2 the time of the alleged violation, the person employs one or more employees, the civil penalty is one
3 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
4 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
5 violation...(g) (1) Except as provided in paragraph (2), an aggrieved employee may recover the civil
6 penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section
7 2699.3 filed on behalf of himself or herself and other current or former employees against whom one
8 or more of the alleged violations was committed. Any employee who prevails in any action shall be
9 entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit
10 an employee's right to pursue or recover other remedies available under state or federal law, either
11 separately or concurrently with an action taken under this part...."

12 168. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
13 PAGA, codified in California Labor Code §§ 2698, et seq., applied to the Labor Code violations
14 alleged herein against Defendants.

15 169. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto
16 they were "Aggrieved Employees" of Defendants, as that phrase is statutorily defined pursuant to
17 Labor Code § 2699(c); in particular, Plaintiffs and fellow Aggrieved Employees were persons
18 employed by the alleged violators, i.e. Defendants, and against whom one or more of the alleged
19 violations was committed.

20 170. Plaintiff KURT GERLACH complied with all procedural requirements of the PAGA
21 codified in California Labor Code §§ 2698, et seq.

22 171. In particular, on January 29, 2026, Plaintiff KURT GERLACH, as an Aggrieved
23 Employee of Defendants and representative of other Aggrieved Employees, gave written notice by
24 electronic transmission to the LWDA and Defendants by certified mail of provisions of the California
25 Labor Code violated by Defendants, including the facts and theories supporting said violations (the
26 "PAGA Notice").

27 172. Plaintiff KURT GERLACH is informed, believes, and thereon alleges that he is
28 statutorily authorized to commence a civil action against Defendants pursuant to PAGA, including

1 Labor Code §§ 2698, 2699, 2699.3 and 2699.5, as either the LWDA has notified the employer and
2 Plaintiff by certified mail that it does not intend to investigate the alleged violation within thirty (30)
3 calendar days of the postmark date of their receipt of the PAGA Notice or at least sixty-five (65)
4 calendar days have elapsed from the postmark date of the PAGA Notice with the LWDA having not
5 provided notification of any intention to investigate the alleged violations.

6 173. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
7 California Labor Code § 2699.3(a)(2)(C) provided, “Notwithstanding any other provision of law, a
8 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
9 this part at any time within 60 days of the time periods specified in this part.”

10 174. As a result of Defendants’ violations of the California Labor Code enumerated herein
11 above, as well as Defendants’ failure to timely pay all wages due during employment in violation of
12 Labor Code § 204 and failure to properly pay sick pay in violation of Labor Code §§ 245-249,
13 pursuant to California Labor Code § 2699(f)(1), Plaintiffs and their fellow Aggrieved Employees are
14 entitled to recover a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
15 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
16 period for each subsequent violation, as well as an award of reasonable attorney’s fees and costs
17 pursuant to California Labor Code § 2699(g)(1).

18 175. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
19 California Labor Code § 2699(g)(1) provided in pertinent part, “...Nothing in this part shall operate
20 to limit an employee’s right to pursue or recover other remedies available under state or federal law,
21 either separately or concurrently with an action taken under this part....”

22 176. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,
23 Labor Code § 558 provided in pertinent part, “(a) Any employer or other person acting on behalf of
24 an employer who violates, or causes to be violated, a section of this chapter or any provision
25 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
26 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
27 period for which the employee was underpaid in addition to an amount sufficient to recover underpaid
28 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for

1 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee....

3 (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty
4 provided by law.”

5 177. As a result of Defendants’ violations of the California Labor Code enumerated herein
6 above, pursuant to California Labor Code § 558, Plaintiffs and their fellow Aggrieved Employees are
7 entitled to recover a civil penalty of fifty dollars (\$50) for each aggrieved employee per pay period
8 for the initial violation, in addition to an amount sufficient to recover underpaid wages, and one
9 hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation, in
10 addition to an amount sufficient to recover underpaid wages, as well as reasonable attorney’s fees and
11 costs pursuant to California Labor Code § 2699(g)(1).

12 **PRAYER**

13 NOW, THEREFORE, the Plaintiffs, individually, and on behalf of their fellow Class
14 Members and Aggrieved Employees, pray for judgment against Defendants, Does 1 through 25, and
15 each of them, as follows:

- 16 1. For certification of the Class and all Sub-Classes on all causes of action;
- 17 2. For all earned minimum, regular rate, overtime, and double time wages as restitution
18 and compensatory damages in an amount according to proof at the time of trial;
- 19 3. For restitution and compensatory damages according to proof at the time of trial;
- 20 4. For additional monies equal to one hour of pay for each member of the Class for each
21 work day within the statutory period of Labor Code § 226.7, in which such members worked 3.5
22 hours without being permitted a paid ten (10) consecutive minute, uninterrupted, rest period, relieved
23 of all job duties, and/or worked 6 hours and not permitted a paid second ten (10) consecutive minute,
24 uninterrupted, rest period, relieved of all job duties;
- 25 5. For additional monies equal to one hour of pay for each member of the Class for each
26 work day within the statutory period of Labor Code § 226.7, in which such members worked five
27 hours without being provided a thirty (30) consecutive minute, uninterrupted, meal period, relieved of
28

all job duties, and/or worked ten hours without being provided a second thirty (30) consecutive minute, uninterrupted, meal period, relieved of all job duties;

6. For additional monies equal to one hour of pay for each member of the Class for each work day within the statutory period of Labor Code § 226.7, in which such members were not provided with compliant recovery periods;

7. For reimbursements owed for necessary business expenses incurred pursuant to Labor Code § 2802;

8. For statutory and civil penalties as authorized by law including, but not limited to, the California Labor Code;

9. For the greater of actual damages sustained or penalties as authorized by law including, but not limited to, the California Labor Code;

10. For compensatory damages comprised of the following: the respective earned minimum, regular rate, and overtime wages, Labor Code § 226.7 premium pay compensation, and interest earned by Plaintiffs, as well as their fellow Class Members, but not paid by Defendants, as detailed hereinabove, in an identifiable amount which Defendants were statutorily required to specify and record;

11. Liquidated damages pursuant to Labor Code § 1194.2 in an amount equal to the wages unlawfully unpaid and interest thereon.

12. For injunctive relief in the form of an order compelling Defendants to cease enforcement of their policies and practices which are in violation of the California Labor Code and the applicable Industrial Welfare Commission Wage Order as detailed herein, and compel Defendants to comply with California labor law, including, but not limited to: (a) pay its California non-exempt employees all of their earned minimum, regular rate, and over-time wages and premium compensation; (b) provide its California non-exempt employees the opportunity to take their statutorily entitled rest, meal, and recovery periods and/or pay them the statutorily required premium compensation for each rest, meal, or recovery period not provided; (c) provide its California non-exempt employees compliant wage statements; (d) reimburse its employees for all necessary business expenses incurred.

13. Recovery of wages unlawfully withheld as a restitutionary remedy under the Unfair Competition Law;

14. For civil penalties pursuant to PAGA, Labor Code § 2698 et seq., including Labor Code § 2699, for the underlying Labor Code violations alleged herein;

15. For pre-judgment interest at the legal rate;

16. For reasonable attorney's fees and costs pursuant to California law including, but not limited to, Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226, 1194, 2699(g)(1), and 2802, and as otherwise permitted by statute;

17. For costs of suit incurred herein; and

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

DEMAND FOR JURY TRIAL

Plaintiffs individually, and on behalf of all other similarly situated Class Members and Aggrieved Employees, hereby demand a trial by jury on all claims, causes of action, and issues so triable.

DENIS AND RASI, P.C.

Dated: July 29, 2026

By:

PAUL J. DENIS

Attorneys for Plaintiffs and putative Class-PAGA
Representatives, KURT GERLACH, JOSEPH
LOPEZ, BYRON CAYETANO, CHARLIE
SMITH, and JEREMIAH MARTINEZ