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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ANTHONY DWAYNE MARTIN, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

EPIDAURUS, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 26CUB00133

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

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

DEMAND FOR JURY TRIAL

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1 Plaintiff Anthony Dywane Martin (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

17 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
18 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiff, the State of California, and all other persons who worked for any Defendants in
20 California during the applicable statute of limitations period (hereinafter referred to as the
21 “Aggrieved Employees”).

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

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

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

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

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

1 foregoing paragraphs as the employer of Plaintiff, the Aggrieved Employees, and the Class.
2 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
3 herein under the doctrine of “respondeat superior.”

4 **THE PARTIES**

5 **A. Plaintiff**

6 8. Plaintiff is a California resident who worked for Defendants in the County of Kern,
7 State of California beginning approximately August 2022 and within the statutory period.

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

11 **B. Defendants**

12 10. Plaintiff is informed and believes, and based upon that information and belief
13 alleges, that Defendants are:

- 14 (a) Business entities with their principal places of business in Kern, California;
- 15 (b) Business entities conducting business in numerous counties throughout the
16 State of California, including in Kern County;
- 17 (c) The former employers of Plaintiff, and the current and/or former employers
18 of the putative Class, and which suffered and permitted Plaintiff, the Class,
19 and Aggrieved Employees to work, and/or controlled their wages, hours, or
20 working conditions; and
- 21 (d) At all times mentioned herein, the joint employers of Plaintiff, the Class, and
22 Aggrieved Employees.

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

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

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

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

18 14. Plaintiff is a California resident who worked for Defendants in the County of Kern,
19 State of California during the statutory period. During the statutory time period, Defendants
20 classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to work at least
21 five days in a workweek and typically in excess of eight hours in a single workday.

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

1 16. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiff, the Class, and Aggrieved Employees for all hours worked, including all overtime
3 wages. Throughout the statutory period, Plaintiff, the Class, and Aggrieved Employees were
4 required to work off-the-clock, and uncompensated. Also, Plaintiff, the Class, and Aggrieved
5 Employees were often interrupted during meal breaks without compensation. Also throughout the
6 statutory period, Plaintiff, the Class, and Aggrieved Employees received nondiscretionary bonuses
7 and other remuneration. However, Defendants failed to incorporate all remuneration when
8 calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of
9 pay, leading to underpayment. Also throughout the statutory period, Defendants failed to include
10 the unused and available sick pay in wage statements.

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

22 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
23 permit Plaintiff, the Class, and Aggrieved Employees to take timely and duty-free rest periods.
24 Defendants sometimes, but not always, required Plaintiff, the Class, and Aggrieved Employees to
25 work in excess of four consecutive hours a day without Defendants authorizing and permitting
26 them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work
27 (or major fraction of four hours), or without compensating Plaintiff, the Class, and Aggrieved
28 Employees for rest periods that were not authorized or permitted. Defendants also did not

adequately inform Plaintiff, the Class, and Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff, the Class, and Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff, the Class, and Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the Class, and Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class, and Aggrieved Employees to take rest periods in compliance with California law.

19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the Class, and Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the occasional use of personal cellular telephones for work purposes, and the purchase of various items such as pens and sticky notes.

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

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

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff, the Class, and Aggrieved Employees were entitled, and Plaintiff, the Class, and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

28 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect

1 the interests of each Class Member with whom there is a shared, well-
2 defined community of interest and typicality of claims, as demonstrated
3 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
4 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
5 rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action, will
7 continue to incur costs and attorneys' fees that have been, are, and will be
8 necessarily expended for the prosecution of this action for the substantial
9 benefit of each class member.

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

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

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

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

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

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

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

1 relief for the statutory violations, and in obtaining adequate compensation
2 for the damages and injuries for which Defendants are responsible in an
3 amount sufficient to adequately compensate the members of the Class for the
4 injuries sustained;

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

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

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

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

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

26 **FIRST CAUSE OF ACTION**

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

1 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
2 1 through 21 in this Complaint.

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

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

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

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

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

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

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

26 39. California Labor Code section 204 requires employers to provide employees with
27 all wages due and payable twice a month. Throughout the statute of limitations period applicable
28 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates

1 required by law, including minimum wages. However, during all such times, Defendants
2 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
3 pay those wages twice a month.

4 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
5 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
6 218.5, 218.6, and 1194(a).

7 **SECOND CAUSE OF ACTION**

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

9 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
10 1 through 21 in this Complaint.

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

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

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

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

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

1 according to proof at trial.

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

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

9 49. California Labor Code § 204 requires employers to provide employees with all
10 wages due and payable twice a month. The Wage Orders also provide that every employer shall
11 pay to each employee, on the established payday for the period involved, overtime wages for all
12 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
13 with all compensation due, in violation of California Labor Code § 204.

14 **THIRD CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Provide Meal Periods)**

16 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

18 51. Under California law, Defendants have an affirmative obligation to relieve the
19 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start
20 of Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal periods
21 no later than the start of the eleventh hour of work in the workday. Section 512 of the California
22 Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide
23 unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of
24 Section 226.7 of the California Labor Code for an employer to require any employee to work
25 during any meal period mandated under any Wage Order.

26 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
27 and the Class with both meal periods as required by California law. By their failure to permit and
28 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that

Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

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

FOURTH CAUSE OF ACTION

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

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

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

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

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

1 **FIFTH CAUSE OF ACTION**

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

3 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
4 1 through 21 in this Complaint.

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

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

11 61. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
12 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
13 2802(b).

14 **SIXTH CAUSE OF ACTION**

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

17 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 21 in this Complaint.

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

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

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

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

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

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

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

17 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

25 **EIGHTH CAUSE OF ACTION**

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

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Necessary Business Expenses

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

Failure to Provide Accurate Itemized Wage Statements

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

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

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

91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and

1 the Class are not obligated to establish individual knowledge of the wrongful practices of
2 Defendants in order to recover restitution.

3 92. Plaintiff, individually, and on behalf of members of the putative class, are further
4 entitled to and do seek a declaration that the above described business practices are unfair,
5 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
6 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the
7 future.

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

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

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

24 **NINTH CAUSE OF ACTION**

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

27 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 21 in this Complaint.

1 97. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

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

10 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor
11 Code § 2699.3. On January 11, 2026, Plaintiff gave written notice by online filing to the Labor and
12 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
13 the Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved
14 Employees, including the facts and theories to support the violations. Plaintiff’s LWDA case
15 number is LWDA-CM-1149264-26. Sixty-five (65) days have elapsed since Plaintiff provided
16 notice, but the Labor and Workforce Development Agency has not indicated that it intends to
17 investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
18 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the
19 violations of the Labor Code described in this Complaint. These penalties include, but are not
20 limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

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

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

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

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third,

Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

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

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

As to the First Cause of Action

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

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

48. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all other applicable Labor Code provisions;

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

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

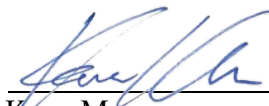
As to all Causes of Action

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

Dated: March 19, 2026

Respectfully submitted,

MOON LAW GROUP, PC

By: 

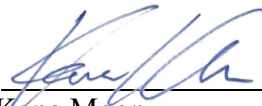
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Nichelle Christopherson
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: March 19, 2026

MOON LAW GROUP, PC

By: 

Kane Moon

Allen Feghali

Jacquelyne VanEmmerik

Nichelle Christopherson

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **March 20, 2026**, I served the foregoing document described as:

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

9 X by placing the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 Doug Bond
12 3655 South Grand Avenue, Suite 290
13 Los Angeles, CA 90007

14 *Authorized Agent for Service of Process of EPIDAUROS, a California corporation*

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

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

25 Executed on **March 20, 2026**, at Los Angeles, California.

26 Irvin Rios
27 Name



28 Signature