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13 and Norman McCormick

FILED
Clerk of the Superior Court

JUN 22 2023

By: C. Beutler, Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11 PATRICK IRONS, individually, and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 SUMITOMO ELECTRIC INTERCONNECT
16 PRODUCTS, INC., a California corporation; and
17 DOES 1 through 10, inclusive,

18 Defendants

Case No.: 37-2021-00035431-CU-OE-CTL

**FIRSTSECOND AMENDED CLASS
ACTION 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, 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~~Plaintiffs Patrick Irons (~~"Plaintiff"~~"Plaintiffs"), based
2 upon facts that either have evidentiary support or are likely to have evidentiary support after a
3 reasonable opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

19 3. ~~Plaintiff brings~~Plaintiffs bring the Ninth Cause of Action as a representative action
20 under the California Private Attorney General Act ("PAGA") to recover civil penalties that are
21 owed to ~~Plaintiff~~Plaintiffs, the State of California, and past and present non-exempt, hourly-paid
22 employees of Defendants who worked in California during the applicable statute of limitations
23 period (hereinafter referred to as the "Aggrieved Employees").

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

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

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

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

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

THE PARTIES

A. Plaintiffs

A.—Plaintiff

8. Plaintiff Patrick Irons is a California resident that worked for Defendants in the County of San Diego, State of California, as a machine operator from approximately June 2018 to July 2021.

9. Plaintiff reserves Plaintiff Norman McCormick is a California resident that worked for Defendants in the county of San Diego, State of California, from approximately 2018 to February 2023.

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

B. Defendants

~~10.11. Plaintiff is~~Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendant Sumitomo Electric Interconnect Products, Inc. is:

- (a) A California corporation with its principal place of business in San Diego, California.
- (b) A Business entity conducting business in numerous counties throughout the State of California, including in San Diego County; and
- (c) The former employer of ~~Plaintiff~~Plaintiffs, and the current and/or former employer of the putative Class. Sumitomo Electric Interconnect Products, Inc. suffered and permitted ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working

conditions.

~~11.12.~~ Plaintiff does Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by ~~Plaintiff~~ Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. ~~Plaintiff~~ Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

~~12.13.~~ At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the ~~Plaintiff~~ Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

~~13.14.~~ Plaintiff is Plaintiffs are informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed ~~Plaintiff~~ Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. ~~Plaintiff is~~ Plaintiffs are informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. ~~Plaintiff is~~ Plaintiffs are informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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

2 ~~14.15.~~ Plaintiffs are California ~~resident~~residents who worked for Defendants
3 in the County of San Diego, State of California, as a ~~machine operator~~operators, from
4 approximately June 2018 to July 2021. During the statutory period, Defendants classified
5 ~~Plaintiff~~Plaintiffs as non-exempt from California's overtime requirements, and paid ~~Plaintiff~~
6 ~~an~~Plaintiffs hourly ~~wage~~wages.

7 ~~15.16.~~ Throughout the statutory period, Defendants failed to pay ~~Plaintiff~~Plaintiffs for all
8 hours worked (including minimum wages and overtime wages), failed to provide
9 ~~Plaintiff~~Plaintiffs with uninterrupted meal periods, failed to authorize and permit
10 ~~Plaintiff~~Plaintiffs to take uninterrupted rest periods, failed to indemnify ~~Plaintiff~~Plaintiffs for
11 necessary business expenses, failed to timely pay all final wages to ~~Plaintiff~~Plaintiffs when
12 Defendants terminated ~~Plaintiff's~~Plaintiffs' employment, and failed to furnish accurate wage
13 statements to ~~Plaintiff~~Plaintiffs. As discussed below, ~~Plaintiff's~~Plaintiffs' experience working
14 for Defendants was typical and illustrative.

15 ~~16.17.~~ Throughout the statutory period, Defendants maintained a policy and practice of
16 not paying ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees for all hours worked,
17 including all overtime wages. Defendants regularly use a system of time rounding in a manner
18 that resulted, over a period of time, in failing to compensate ~~Plaintiff~~Plaintiffs, the Class, and the
19 Aggrieved Employees properly for all the time they have actually worked, even though the
20 realities of Defendants' operations are such that it is possible, practical, and feasible to count and
21 pay for work time to the minute. Also throughout the statutory period, Defendants maintained a
22 policy and practice of not paying ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees for
23 all hours worked, including all overtime wages. ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved
24 Employees earned non-discretionary bonuses and other compensation during their employment.
25 However, Defendants failed to incorporate all remuneration when calculating the correct
26 overtime rate of pay, leading to underpayment of wages. Also throughout the statutory period,
27 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees were required to wait in line in order
28 to clock into work each workday, and when returning from meal periods, uncompensated and off

1 the clock. Further, ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees were required to
2 undergo COVID screening, which included answering questions, which ~~Plaintiff~~Plaintiffs, the
3 Class, and the Aggrieved Employees either had to do before clocking into work or after clocking
4 out from work at the end of the shift, uncompensated and off the clock. In maintaining a practice
5 of not paying all wages owed, Defendants failed to maintain accurate records of the hours
6 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees worked.

7 ~~17.~~18. Throughout the statutory period, Defendants have wrongfully failed to provide
8 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
9 Defendants sometimes, but not always, required ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved
10 Employees to work in excess of five consecutive hours a day without providing 30-minute,
11 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
12 compensating ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees for meal periods that
13 were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did
14 not adequately inform ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees of their right
15 to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
16 the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not
17 provide meal periods to ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees in
18 compliance with California law.

19 ~~18.~~19. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-
21 free rest periods. Defendants sometimes, but not always, required ~~Plaintiff~~Plaintiffs, the Class,
22 and the Aggrieved Employees to work in excess of four consecutive hours a day without
23 Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,
24 rest period for every four hours of work (or major fraction of four hours), or without
25 compensating ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees for rest periods that
26 were not authorized or permitted. Defendants also did not adequately inform ~~Plaintiff~~Plaintiffs,
27 the Class, and the Aggrieved Employees of their right to take a rest period. Moreover,
28 Defendants did not have adequate policies or practices permitting or authorizing rest periods for

1 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees, nor did Defendants have adequate
2 policies or practices regarding the timing of rest periods. Defendants also did not have adequate
3 policies or practices to verify whether ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees
4 were taking their required rest periods. Further, Defendants did not maintain accurate records of
5 employee work periods, and therefore Defendants cannot demonstrate that ~~Plaintiff~~Plaintiffs, the
6 Class, and the Aggrieved Employees took rest periods during the middle of each work period.
7 Accordingly, Defendants' policy and practice was to not authorize and permit ~~Plaintiff~~Plaintiffs,
8 the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

9 ~~19-20.~~ Throughout the statutory period, Defendants wrongfully required
10 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in
11 direct discharge of their duties for Defendants without reimbursement. For example,
12 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees were required to purchase certain
13 safety boots, gloves and masks, uncompensated.

14 ~~20-21.~~ Throughout the statutory period, Defendants willfully failed and refused to timely
15 pay ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their
16 employment all wages for all minimum wages, overtime wages, meal period premium wages,
17 and rest period premium wages. Further, Defendants did not pay ~~Plaintiff~~Plaintiffs, the Class,
18 and the Aggrieved Employees their final paychecks immediately upon termination.

19 ~~21-22.~~ Throughout the statutory period, Defendants failed to furnish ~~Plaintiff~~Plaintiffs,
20 the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all
21 applicable hourly rates, and all gross and net wages earned (including correct hours worked,
22 correct wages earned for hours worked, correct overtime hours worked, correct wages for meal
23 periods that were not provided in accordance with California law, correct wages for rest periods
24 that were not authorized and permitted to take in accordance with California law, and
25 Defendant's address). Further, the wage statements do not show Defendant's address as required
26 by California law. As a result of these violations of California Labor Code § 226(a), the
27 ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other
28 things:

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wages, overtime wages, meal period premium wages, and rest
3 period premium wages to which they were entitled, even though they were
4 entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,
6 overtime, meal period premium, and rest period premium wages, even
7 though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid
9 minimum, overtime, meal period premium, and rest period premium wages
10 at the correct California rate even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime,
12 meal period premium, and rest period premium wages at the correct
13 California rate even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,
15 overtime, meal period premium, and rest period premium owed to them;
- 16 (f) in connection with their employment before and during this action, and in
17 connection with prosecuting this action, the violations caused them to have
18 to perform mathematical computations to determine the amounts of wages
19 owed to them, computations they would not have to make if the wage
20 statements contained the required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to
22 lose entitlement and/or accrual of the full amount of Social Security,
23 disability, unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages
25 rates to which ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved Employees
26 were entitled, and ~~Plaintiff~~Plaintiffs, the Class, and the Aggrieved
27 Employees were paid less than the wages and wage rates to which they
28 were entitled.

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

3 **CLASS ACTION ALLEGATIONS**

4 ~~22-23. Plaintiff brings~~Plaintiffs bring certain claims individually, as well as on behalf of
5 each and all other persons similarly situated, and thus, seek class certification under California
6 Code of Civil Procedure § 382.

7 ~~23-24. All claims alleged herein arise under California law for which Plaintiff~~
8 ~~seeks~~Plaintiffs seek relief authorized by California law.

9 ~~24-25. The proposed Class consists of and is defined as:~~

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

13 ~~25-26. At all material times, Plaintiff was a member~~Plaintiffs were members of the Class.

14 ~~26-27. Plaintiff undertakes~~Plaintiffs undertake this concerted activity to improve the
15 wages and working conditions of all Class Members.

16 ~~27-28. 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~~Plaintiffs at this
21 time, however, the Class is estimated to be greater than 100 individuals and
22 the identity of such membership is readily ascertainable by inspection of
23 Defendants' records.

24 (b) Typicality: ~~Plaintiff is~~Plaintiffs are qualified to, and will, fairly and
25 adequately protect the interests of each Class Member with whom there is a
26 shared, well-defined community of interest, and ~~Plaintiff's~~Plaintiffs'
27 claims (or defenses, if any) are typical of all Class Members' claims as
28

demonstrated herein.

(c) Adequacy: ~~Plaintiff is~~ Plaintiffs are qualified to, and will, fairly and² adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. ~~Plaintiff has~~ Plaintiffs have no conflicts with or interests antagonistic to any Class Member. ~~Plaintiff's~~ Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. ~~Plaintiff has~~ Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former

1 employers might damage their future endeavors through negative
2 references and/or other means. Class actions provide the class members
3 who are not named in the complaint with a type of anonymity that allows
4 for the vindication of their rights at the same time as their privacy is
5 protected.

6 28-29. There are common questions of law and fact as to the Class (and each subclass, if
7 any) that predominate over questions affecting only individual members, including without
8 limitation, whether, as alleged herein, Defendants have:

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

23 29-30. This Court should permit this action to be maintained as a class action pursuant to
24 California Code of Civil Procedure § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the Class;

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

25 ~~30-31. Plaintiff contemplates~~ Plaintiffs contemplate the eventual issuance of notice to the
26 proposed members of the Class that would set forth the subject and nature of the instant action.
27 The Defendants' own business records may be utilized for assistance in the preparation and
28 issuance of the contemplated notices. To the extent that any further notices may be required,

1 ~~Plaintiff~~Plaintiffs would contemplate the use of additional techniques and forms commonly used
2 in class actions, such as published notice, e-mail notice, website notice, first-class mail, or
3 combinations thereof, or by other methods suitable to the Class and deemed necessary and/or
4 appropriate by the Court.

5 **FIRST CAUSE OF ACTION**

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

7 ~~31-32.~~ Plaintiff incorporatesPlaintiffs incorporate by reference and re-alleges as if fully
8 stated herein paragraphs 1 through 21 in this Complaint.

9 ~~32-33.~~ "Hours worked" is the time during which an employee is subject to the control of
10 an employer, and includes all the time the employee is suffered or permitted to work, whether or
11 not required to do so.

12 ~~33-34.~~ At all relevant times herein mentioned, Defendants knowingly failed to pay to
13 ~~Plaintiff~~Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
14 compensation for each hour worked as alleged above, Defendants willfully violated the
15 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
16 Orders, which require such compensation to non-exempt employees.

17 ~~34-35.~~ Accordingly, ~~Plaintiff~~Plaintiffs and the Class are entitled to recover minimum
18 wages for all non-overtime hours worked for Defendants.

19 ~~35-36.~~ By and through the conduct described above, ~~Plaintiff~~Plaintiffs and the Class have
20 been deprived of their rights to be paid wages earned by virtue of their employment with
21 Defendants.

22 ~~36-37.~~ By virtue of the Defendants' unlawful failure to pay additional compensation to
23 ~~Plaintiff~~Plaintiffs and the Class for their non-overtime hours worked without pay,
24 ~~Plaintiff~~Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which
25 are presently unknown to ~~Plaintiff~~Plaintiffs and the Class, but which exceed the jurisdictional
26 minimum of this Court, and which will be ascertained according to proof at trial.

1 ~~37.~~38. By failing to keep adequate time records required by California Labor Code §
2 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
3 compensation due ~~Plaintiff~~Plaintiffs and the Class.

4 ~~38.~~39. Pursuant to California Labor Code section 1194.2, ~~Plaintiff~~Plaintiffs and the Class
5 are entitled to recover liquidated damages (double damages) for Defendants' failure to pay
6 minimum wages.

7 ~~39.~~40. California Labor Code section 204 requires employers to provide employees with
8 all wages due and payable twice a month. Throughout the statute of limitations period applicable
9 to this cause of action, ~~Plaintiff~~Plaintiffs and the Class were entitled to be paid twice a month at
10 rates required by law, including minimum wages. However, during all such times, Defendants
11 systematically failed and refused to pay ~~Plaintiff~~Plaintiffs and the Class all such wages due, and
12 failed to pay those wages twice a month.

13 ~~40.~~41. ~~Plaintiff~~Plaintiffs and the Class are also entitled to seek recovery of all unpaid
14 minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
15 Code §§ 218.5, 218.6, and 1194(a).

16 **SECOND CAUSE OF ACTION**

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

18 ~~41.~~42. Plaintiff incorporates by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 21 in this Complaint.

20 ~~42.~~43. California Labor Code § 510 provides that employees in California shall not be
21 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
22 they receive additional compensation beyond their regular wages in amounts specified by law.

23 ~~43.~~44. California Labor Code §§ 1194 and 1198 provide that employees in California
24 shall not be employed more than eight hours in any workday unless they receive additional
25 compensation beyond their regular wages in amounts specified by law. Additionally, California
26 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
27 by the Industrial Welfare Commission is unlawful.

28 ~~44.~~45. At all times relevant hereto, ~~Plaintiff~~Plaintiffs and the Class have worked more

1 than eight hours in a workday, as employees of Defendants.

2 45-46. At all times relevant hereto, Defendants failed to pay Plaintiff ~~Plaintiffs~~ and the
3 Class overtime compensation for the hours they have worked in excess of the maximum hours
4 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff ~~Plaintiffs~~ and
5 the Class are regularly required to work overtime hours.

6 46-47. By virtue of Defendants' unlawful failure to pay additional premium rate
7 compensation to the Plaintiff ~~Plaintiffs~~ and the Class for their overtime hours worked,
8 Plaintiff ~~Plaintiffs~~ and the Class have suffered, and will continue to suffer, damages in amounts
9 which are presently unknown to them but which exceed the jurisdictional minimum of this Court
10 and which will be ascertained according to proof at trial.

11 47-48. By failing to keep adequate time records required by Labor Code § 1174(d),
12 Defendants have made it difficult to calculate the full extent of overtime compensation due to
13 Plaintiff ~~Plaintiffs~~ and the Class.

14 48-49. Plaintiff ~~Plaintiffs~~ and the Class also request recovery of overtime compensation
15 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code §
16 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as
17 provided by the California Labor Code and/or other statutes.

18 49-50. California Labor Code § 204 requires employers to provide employees with all
19 wages due and payable twice a month. The Wage Orders also provide that every employer shall
20 pay to each employee, on the established payday for the period involved, overtime wages for all
21 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
22 with all compensation due, in violation of California Labor Code § 204.

23 **THIRD CAUSE OF ACTION**

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

25 50-51. Plaintiff ~~incorporates~~ Plaintiffs incorporate by reference and re-alleges as if fully
26 stated herein paragraphs 1 through 21 in this Complaint.

27 51-52. Under California law, Defendants have an affirmative obligation to relieve the
28 Plaintiff ~~Plaintiffs~~ and the Class of all duty in order to take their first daily meal periods no later

1 than the start of ~~Plaintiff~~Plaintiffs and the Class' sixth hour of work in a workday, and to take
2 their second meal periods no later than the start of the eleventh hour of work in the workday.
3 Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require
4 that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period
5 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
6 require any employee to work during any meal period mandated under any Wage Order.

7 ~~52-53.~~ Despite these legal requirements, Defendants regularly failed to provide
8 ~~Plaintiff~~Plaintiffs and the Class with both meal periods as required by California law. By their
9 failure to permit and authorize ~~Plaintiff~~Plaintiffs and the Class to take all meal periods as alleged
10 above (or due to the fact that Defendants made it impossible or impracticable to take these
11 uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the
12 California Labor Code and the applicable Wage Orders.

13 ~~53-54.~~ Under California law, ~~Plaintiff~~Plaintiffs and the Class are entitled to be paid one
14 hour of additional wages for each workday he or she was not provided with all required meal
15 period(s), plus interest thereon.

16 **FOURTH CAUSE OF ACTION**

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

18 ~~54-55.~~ ~~Plaintiff incorporates~~Plaintiffs incorporate by reference and re-alleges as if fully
19 stated herein paragraphs 1 through 21 in this Complaint.

20 ~~55-56.~~ Defendants are required by California law to authorize and permit breaks of 10
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
23 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
24 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
25 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
26 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
27 the California Labor Code for an employer to require any employee to work during any rest
28 period mandated under any Wage Order.

1 ~~56-57.~~ Despite these legal requirements, Defendants failed to authorize ~~Plaintiff~~Plaintiffs
2 and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
3 workday. By their failure to permit and authorize ~~Plaintiff~~Plaintiffs and the Class to take rest
4 periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
5 to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section
6 226.7 of the California Labor Code and the applicable Wage Orders.

7 ~~57-58.~~ Under California law, ~~Plaintiff~~Plaintiffs and the Class are entitled to be paid one
8 hour of premium wages rate for each workday he or she was not provided with all required rest
9 break(s), plus interest thereon.

10 **FIFTH CAUSE OF ACTION**

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

12 ~~58-59.~~ ~~Plaintiff incorporates~~Plaintiffs incorporate by reference and re-alleges as if fully
13 stated herein paragraphs 1 through 21 in this Complaint.

14 ~~59-60.~~ Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
15 failing to pay and indemnify the ~~Plaintiff~~Plaintiffs and the Class for their necessary expenditures
16 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
17 directions of Defendants.

18 ~~60-61.~~ As a result, ~~Plaintiff~~Plaintiffs and the Class were damaged at least in the amounts
19 of the expenses they paid, or which were deducted by Defendants from their wages.

20 ~~61-62.~~ ~~Plaintiff~~Plaintiffs and the class they represent are entitled to attorney's fees,
21 expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor
22 Code section 2802(b).

23 **SIXTH CAUSE OF ACTION**

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

26 ~~62-63.~~ ~~Plaintiff incorporates~~Plaintiffs incorporate by reference and re-alleges as if fully
27 stated herein paragraphs 1 through 21 in this Complaint.
28

1 ~~63-64.~~ At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
3 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
4 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
5 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 ~~64-65.~~ Within the applicable statute of limitations, the employment of ~~Plaintiff~~Plaintiffs
8 and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the
9 employment of others will be. However, during the relevant time period, Defendants failed, and
10 continue to fail to pay terminated Class Members, without abatement, all wages required to be
11 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
12 seventy-two (72) hours of their leaving Defendants' employ.

13 ~~65-66.~~ Defendants' failure to pay ~~Plaintiff~~Plaintiffs and those Class members who are no
14 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within
15 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
16 Code §§ 201 and 202.

17 ~~66-67.~~ California Labor Code § 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
19 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
20 commenced; but the wages shall not continue for more than thirty (30) days.

21 ~~67-68.~~ ~~Plaintiff~~Plaintiffs and the Class are entitled to recover from Defendants their
22 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay,
23 up to 30 days maximum pursuant to California Labor Code § 203.

24 ~~68-69.~~ Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, ~~Plaintiff~~Plaintiffs
25 and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and
26 costs incurred in this action.

27 **SEVENTH CAUSE OF ACTION**

28 **(Against all Defendants for Failure to Provide and Maintain Accurate and**

Compliant Wage Records)

~~69-70.~~ Plaintiff incorporates Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

~~70-71.~~ At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (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 the last four digits of his or her social security number or an employee identification number other than a 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.

~~71-72.~~ Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff Plaintiffs and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

~~72-73.~~ As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

~~73-74.~~ Specifically, Plaintiff Plaintiffs and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

~~74-75.~~ Calculation of the true wage entitlement for Plaintiff Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff Plaintiffs and the

1 Class were also injured as a result of having to bring this action to attempt to obtain correct wage
2 information following Defendants' refusal to comply with many of the mandates of California's
3 Labor Code and related laws and regulations.

4 ~~75-76. Plaintiff~~Plaintiffs and the Class are entitled to recover from Defendants their
5 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

6 ~~76-77. Plaintiff~~Plaintiffs and the Class are also entitled to injunctive relief, as well as an
7 award of attorney's fees and costs to ensure compliance with this section, pursuant to California
8 Labor Code § 226(h).

9 **EIGHTH CAUSE OF ACTION**

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

12 ~~77-78. Plaintiff incorporates~~Plaintiffs incorporate by reference and re-alleges as if fully
13 stated herein paragraphs 1 through 21 in this Complaint.

14 ~~78-79. Defendants, and each of them, are "persons" as defined under California Business~~
15 ~~& Professions Code § 17201.~~

16 ~~79-80. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,~~
17 ~~unlawful, and harmful to Plaintiff~~Plaintiffs, other Class members, and to the general public.
18 ~~Plaintiff seeks~~Plaintiffs seek to enforce important rights affecting the public interest within the
19 meaning of Code of Civil Procedure § 1021.5.

20 ~~80-81. Defendants' activities, as alleged herein, are violations of California law, and~~
21 ~~constitute unlawful business acts and practices in violation of California Business & Professions~~
22 ~~Code §§ 17200, et seq.~~

23 ~~81-82. A violation of California Business & Professions Code §§ 17200, et seq. may be~~
24 ~~predicated on the violation of any state or federal law. All of the acts described herein as~~
25 ~~violations of, among other things, the California Labor Code, are unlawful and in violation of~~
26 ~~public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,~~
27 ~~and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of~~
28 ~~California Business & Professions Code §§ 17200, et seq.~~

Failure to Pay Minimum Wages

82-83. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

83-84. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

84-85. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

85-86. 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

86-87. 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

87-88. 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

88-89. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity

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

2 89-90. By and through their unfair, unlawful and/or fraudulent business practices
3 described herein, the Defendants, have obtained valuable property, money and services from
4 ~~Plaintiff~~Plaintiffs, and all persons similarly situated, and have deprived ~~Plaintiff~~Plaintiffs, and all
5 persons similarly situated, of valuable rights and benefits guaranteed by law, all to their
6 detriment.

7 90-91. ~~Plaintiff~~Plaintiffs and the Class Members suffered monetary injury as a direct
8 result of Defendants' wrongful conduct.

9 91-92. ~~Plaintiff~~Plaintiffs, individually, and on behalf of members of the putative Class, is
10 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
11 which the Defendants have wrongfully acquired, or of which ~~Plaintiff~~Plaintiffs and the Class
12 have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
13 practices. ~~Plaintiff~~Plaintiffs and the Class are not obligated to establish individual knowledge of
14 the wrongful practices of Defendants in order to recover restitution.

15 92-93. ~~Plaintiff~~Plaintiffs, individually, and on behalf of members of the putative class, are
16 further entitled to and do seek a declaration that the above described business practices are
17 unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of
18 them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business
19 practices in the future.

20 93-94. ~~Plaintiff~~Plaintiffs, individually, and on behalf of members of the putative class,
21 have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class
22 Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent
23 business practices. As a result of the unfair, unlawful and/or fraudulent business practices
24 described above, ~~Plaintiff~~Plaintiffs, individually, and on behalf of members of the putative Class,
25 has suffered and will continue to suffer irreparable harm unless the Defendants, and each of
26 them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
27 business practices.

28 94-95. ~~Plaintiff~~Plaintiffs also ~~alleges~~allege that if Defendants are not enjoined from the

1 conduct set forth herein above, they will continue to avoid paying the appropriate taxes,
2 insurance and other withholdings.

3 95-96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*,
4 ~~Plaintiff~~Plaintiffs and putative Class Members are entitled to restitution of the wages withheld
5 and retained by Defendants during a period that commences four years prior to the filing of this
6 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
7 ~~Plaintiff~~Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of
8 Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

9 **NINTH CAUSE OF ACTION**

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

12 96-97. ~~Plaintiff incorporates~~Plaintiff Patrick Irons incorporates by reference and re-
13 alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

14 97-98. At all times herein mentioned, Defendants were subject to the Labor Code of the
15 State of California and the applicable Industrial Welfare Commission Orders.

16 98-99. California Labor Code § 2699(a) specifically provides for a private right of action
17 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
18 law, any provision of this code that provides for a civil penalty to be assessed and collected by
19 the Labor and Workforce Development Agency or any of its departments, divisions,
20 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
21 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
22 herself and other current or former employees pursuant to the procedures specified in Section
23 2699.3."

24 99-100. ~~Plaintiff has~~Plaintiff Patrick Irons has exhausted his administrative
25 remedies pursuant to California Labor Code § 2699.3. On August 17, 2021, ~~he~~Plaintiff Patrick
26 Irons gave written notice by online filing to the Labor and Workforce Development Agency and
27 by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have
28 violated against Plaintiff and certain current and former aggrieved employees, including the facts

1 and theories to support the violations. -Plaintiff Patrick Irons also paid the filing fee.

2 ~~Plaintiff~~ Plaintiff Patrick Iron's PAGA case number is LWDA-CM-841798-21.

3 ~~100.101.~~ More than 65 days has elapsed since Plaintiff Patrick Irons provided
4 notice, but the Labor and Workforce Development Agency has not indicated that it intends to
5 investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff
6 Patrick Irons may commence a civil action to recover penalties under Labor Code § 2699
7 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
8 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
9 558, and 2699(f)(2).

10 ~~101.102.~~ In addition, Plaintiff Patrick Irons seeks penalties for Defendants' violation
11 of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person,
12 including any entity, employing labor who willfully fails to maintain accurate and complete
13 records required by California Labor Code § 1174 is subject to a penalty under § 1174.5.
14 Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing
15 when the employee begins and ends each work period. Meal periods, and total hours worked
16 daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5),
17 every employer shall keep total hours worked in the payroll period and applicable rates of pay.

18 ~~102.103.~~ During the time period of employment for Plaintiff Patrick Irons and the
19 Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and
20 IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure
21 to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff
22 Patrick Irons and the Aggrieved Employees the ability to know, understand and question the
23 accuracy and frequency of meal periods. Therefore, Plaintiff Patrick Irons and the Aggrieved
24 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
25 unjustified economic enrichment to Defendants. As a direct result, Plaintiff Patrick Irons and the
26 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
27 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
28 seeking to compel Defendants to fully perform its obligation under state law, all to their

1 respective damage in amounts according to proof at trial. Because of Defendants' knowing
2 failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff Patrick Irons
3 and the Aggrieved Employees have also suffered an injury in that they were prevented from
4 knowing, understanding, and disputing the wage payments paid to them.

5 ~~103.104.~~ Based on the conduct described in this Complaint, Plaintiff Patrick Irons is
6 entitled to an award of civil penalties on behalf of himself, the State of California, and similarly
7 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
8 an amount to be shown according to proof at trial. These penalties are in addition to all other
9 remedies permitted by law.

10 ~~104.105.~~ In addition, Plaintiff Patrick Irons seeks an award of reasonable attorney's
11 fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who
12 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

13 **PRAYER FOR RELIEF**

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

17 **Class Certification**

- 18 1. That this action be certified as a class action with respect to the First, Second,
19 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
- 20 2. That ~~Plaintiff~~Plaintiffs are appointed as the ~~representative~~representatives of the
21 Class; and
- 22 3. That counsel for ~~Plaintiff~~Plaintiffs be appointed as Class Counsel.

23 **As to the First Cause of Action**

- 24 4. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
26 minimum wages due;
- 27 5. For general unpaid wages as may be appropriate;
- 28 6. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 7. For liquidated damages;

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

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

6 As to the Second Cause of Action

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

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

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

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

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

16 As to the Third Cause of Action

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

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

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

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

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

25 As to the Fourth Cause of Action

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

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

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

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

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

6 As to the Fifth Cause of Action

7 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
8 2802 and the IWC Wage Orders;

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

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

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

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

15 As to the Sixth Cause of Action

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

19 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
20 employees who have left Defendants' employ;

21 32. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due;

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

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

25 As to the Seventh Cause of Action

26 35. That the Court declare, adjudge and decree that Defendants violated the record
27 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
28 willfully failed to provide accurate itemized wage statements thereto;

- 1 36. For penalties and actual damages pursuant to California Labor Code § 226(e);
2 37. For injunctive relief to ensure compliance with this section, pursuant to California
3 Labor Code § 226(h);
4 38. For reasonable attorneys' fees and for costs of suit incurred herein; and
5 39. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Eighth Cause of Action

7 40. That the Court declare, adjudge and decree that Defendants violated California
8 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
9 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
10 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
11 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
12 statements, and failing to indemnify necessary business expenses;

13 41. For restitution of unpaid wages to ~~Plaintiff~~Plaintiffs and all Class Members and
14 prejudgment interest from the day such amounts were due and payable;

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

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

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

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

23 As to the Ninth Cause of Action

24 46. That the Court declare, adjudge and decree that Defendants violated the California
25 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
26 periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest
27 periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;
28

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

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

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

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

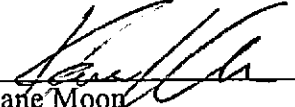
8 As to all Causes of Action

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

10
11 Dated: ~~October 22, 2021~~

Respectfully submitted,

MOON & YANG, APC

12
13
14 By: 

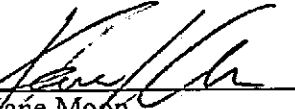
Kane Moon
Allen Feghali
~~Enzo Nabiev~~
Hyunjin Kim
Attorneys for Plaintiff

15
16
17 DEMAND FOR JURY TRIAL

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

19
20 Dated: ~~October 22, 2021~~

MOON & YANG, APC

21
22 By: 

Kane Moon
Allen Feghali
~~Enzo Nabiev~~
Hyunjin Kim
Attorneys for Plaintiff