

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Daniel J. Park (SBN 274973)
E-mail: dpark@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiffs Tremayne Richardson and Vincent P. Cabral

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

TREMAYNE RICHARDSON and VINCENT P. CABRAL, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ROBERTSON'S TRANSPORT, LTD., a California corporation; and DOES 1 through 10, inclusive,

Defendants

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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Case No.: CIVSB2322799

FIRST AMENDED CLASS 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 The California Private Attorneys General Act (Cal. Lab. Code §§ 2698, et seq.)

DEMAND FOR JURY TRIAL

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1 Plaintiffs Tremayne Richardson and Vicent P. Cabral (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiffs bring the Ninth Cause of Action as a representative action brought
19 pursuant to Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for
20 Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7,
21 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

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

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

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

8. Plaintiff RICHARDSON is a California resident that worked for Defendants in the County of San Bernardino, State of California, as a driver from approximately October 2022 to August 2023. Plaintiff CABRAL is a California resident that worked for Defendants in the County of San Bernardino, State of California, as a driver from approximately September 2022 to August 2023.

9. 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. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant is:

- (a) A California corporation with its principal place of business in San Bernardino, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Bernardino County; and
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiffs and the Class to work, and/or controlled their wages, hours, or working conditions.

11. 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

1 suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set
2 forth the true names and capacities of these Defendants when they have been ascertained,
3 together with appropriate charging allegations, as may be necessary.

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

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

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

21 14. Plaintiffs are California residents who worked for Defendants in the County of San
22 Bernardino, State of California, as a driver during the statutory period. During the statutory
23 period, Defendants classified Plaintiffs as non-exempt from California's overtime requirements,
24 and paid Plaintiffs an hourly wage.

25 15. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
27 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
28 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all

1 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to pay
2 Plaintiffs paid sick leave wages at the regular rate of pay, and failed to furnish accurate wage
3 statements to Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was
4 typical and illustrative.

5 16. Throughout the statutory period, Defendants maintained a policy and practice of
6 not paying Plaintiffs and the Class for all hours worked, including all overtime wages. Plaintiffs
7 and the Class received piece-rate pay, and were not paid for non-productive time, such as
8 loading, cleaning, preparing, meetings, waiting in line, and other time not related to producing
9 piece-rate pay. Rest breaks were also not separately paid. Further, Plaintiffs and the Class did not
10 always receive at least minimum wage in a workday, nor overtime compensation. Also
11 throughout the statutory period, Plaintiffs and the Class received non-discretionary bonuses, shift
12 differentials, piece-rate, and other remuneration. However, Defendants failed to incorporate all
13 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
14 and sick day rate of pay, leading to underpayment to Plaintiffs and the Class.

15 17. Throughout the statutory period, Defendants have wrongfully failed to provide
16 Plaintiffs and the Class with legally compliant meal periods. Defendants sometimes, but not
17 always, required Plaintiffs and the Class to work in excess of five consecutive hours a day
18 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five
19 hours of work, or without compensating Plaintiffs and the Class for meal periods that were not
20 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
21 adequately inform Plaintiffs and the Class of their right to take a meal period by the end of the
22 fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
23 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and
24 the Class in compliance with California law. Also throughout the statutory period, Plaintiffs and
25 the Class received non-discretionary bonuses and other remuneration. However, Defendants
26 failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal
27 break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiffs and
28 the Class.

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

16 19. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
17 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
18 reimbursement, such as the purchase of tools, facemasks, safety gear such as safety glasses and
19 safety vests, pens, clipboards, and specific types of shoes. Further, Plaintiffs and the Class were
20 occasionally required to use their personal cellular telephones for work purposes, such as to
21 communicate with customers and Defendants, and to use the GPS function.

22 20. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
23 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
24 and net wages earned (including correct hours worked, correct wages earned for hours worked,
25 correct overtime hours worked, correct wages for meal periods that were not provided in
26 accordance with California law, correct wages for rest periods that were not authorized and
27 permitted to take in accordance with California law, and Defendant's address). Further, the wage
28 statements do not show Defendant's address as required by California law. As a result of these

1 violations of California Labor Code § 226(a), the Plaintiffs and the Class suffered injury because,
2 among other things:

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

1 Class were paid less than the wages and wage rates to which they were
2 entitled.

3 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code §
4 226(e), including actual damages.

5 **CLASS ACTION ALLEGATIONS**

6 21. Plaintiffs bring certain claims individually, as well as on behalf of each and all
7 other persons similarly situated, and thus, seek class certification under California Code of Civil
8 Procedure § 382.

9 22. All claims alleged herein arise under California law for which Plaintiffs seek relief
10 authorized by California law.

11 23. The proposed Class consists of and is defined as:

12 All persons who worked for any Defendant in California as an hourly, non-
13 exempt employee at any time during the period from November 5, 2021 to July
14 30, 2025.

15 24. At all material times, Plaintiffs were a member of the Class.

16 25. Plaintiffs undertake this concerted activity to improve the wages and working
17 conditions of all Class Members.

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

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

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

any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and 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. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. 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 employers might damage their future endeavors through negative

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

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

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

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

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

members of the class before the Court;

- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

29. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as

published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

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

30. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 19 in this Complaint.

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

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

33. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

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

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

37. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum

1 wages.

2 38. California Labor Code section 204 requires employers to provide employees with
3 all wages due and payable twice a month. Throughout the statute of limitations period applicable
4 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
5 required by law, including minimum wages. However, during all such times, Defendants
6 systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to
7 pay those wages twice a month.

8 39. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
9 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
10 218.5, 218.6, and 1194(a).

11 **SECOND CAUSE OF ACTION**

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

13 40. Plaintiffs incorporate by reference and re-allege as if fully stated herein
14 paragraphs 1 through 19 in this Complaint.

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

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

23 43. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
24 hours in a workday, as employees of Defendants.

25 44. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
26 overtime compensation for the hours they have worked in excess of the maximum hours
27 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
28 Class are regularly required to work overtime hours.

1 45. By virtue of Defendants' unlawful failure to pay additional premium rate
2 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
3 Class have suffered, and will continue to suffer, damages in amounts which are presently
4 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
5 ascertained according to proof at trial.

6 46. By failing to keep adequate time records required by Labor Code § 1174(d),
7 Defendants have made it difficult to calculate the full extent of overtime compensation due to
8 Plaintiffs and the Class.

9 47. Plaintiffs and the Class also request recovery of overtime compensation according
10 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
11 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
12 California Labor Code and/or other statutes.

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

18 **THIRD CAUSE OF ACTION**

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

20 49. Plaintiffs incorporate by reference and re-allege as if fully stated herein
21 paragraphs 1 through 19 in this Complaint.

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

1 to work during any meal period mandated under any Wage Order.

2 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
3 and the Class with both meal periods as required by California law. By their failure to permit
4 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
5 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
6 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
7 the applicable Wage Orders.

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

11 **FOURTH CAUSE OF ACTION**

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

13 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein
14 paragraphs 1 through 19 in this Complaint.

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

24 55. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
25 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
26 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
27 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
28 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of

the California Labor Code and the applicable Wage Orders.

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

FIFTH CAUSE OF ACTION

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

57. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 19 in this Complaint.

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

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

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

SIXTH CAUSE OF ACTION

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

61. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 19 in this Complaint.

62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,

1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

17 66. Plaintiffs and the Class are entitled to recover from Defendants their additionally
18 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
19 maximum pursuant to California Labor Code § 203.

20 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the
21 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
22 incurred in this action.

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 68. Plaintiffs incorporate by reference and re-allege as if fully stated herein
27 paragraphs 1 through 19 in this Complaint.

28 69. 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.

70. 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 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.

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

72. Specifically, 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).

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

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

///

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

EIGHTH CAUSE OF ACTION

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

76. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 19 in this Complaint.

77. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

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

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

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

Failure to Pay Minimum Wages

81. 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.*

1 **Failure to Pay Overtime Wages**

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

5 **Failure to Maintain Accurate Records of All Hours Worked**

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

9 **Failure to Provide Meal Periods**

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

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

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

17 **Failure to Indemnify Necessary Business Expenses**

18 86. Defendants' failure to indemnify employees for necessary business expenses in
19 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
20 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
21 17200, *et seq.*

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

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

26 88. By and through their unfair, unlawful and/or fraudulent business practices
27 described herein, the Defendants, have obtained valuable property, money and services from
28 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons

1 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

2 89. Plaintiffs and the Class Members suffered monetary injury as a direct result of
3 Defendants' wrongful conduct.

4 90. Plaintiffs, individually, and on behalf of members of the putative Class, are
5 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
6 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
7 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
8 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
9 practices of Defendants in order to recover restitution.

10 91. Plaintiffs, individually, and on behalf of members of the putative class, are further
11 entitled to and do seek a declaration that the above described business practices are unfair,
12 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
13 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
14 practices in the future.

15 92. Plaintiffs, individually, and on behalf of members of the putative class, have no
16 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
17 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
18 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
19 above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and
20 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
21 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

22 93. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
23 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
24 withholdings.

25 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
26 and putative Class Members are entitled to restitution of the wages withheld and retained by
27 Defendants during a period that commences four years prior to the filing of this complaint; a
28 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and

1 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
2 1021.5 and other applicable laws; and an award of costs.

3 **NINTH CAUSE OF ACTION**

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

6 95. Plaintiffs incorporate by reference and re-allege as if fully stated herein
7 paragraphs 1 through 19 in this Complaint.

8 96. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698, *et*
9 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
10 Employees"), bring this representative action against Defendants to recover the civil penalties
11 due to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
12 pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for
13 each initial violation for each failure to pay each employee and \$200 for each subsequent
14 violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay
15 each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation
16 and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
17 period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
18 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000
19 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)
20 pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per
21 former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each
22 initial violation and \$200 for each subsequent violation per employee per pay period for those
23 violations of the Labor Code for which no civil penalty is specifically provided, based on the
24 following Labor Code violations:

25 (a) Failing to pay minimum wages for all hours worked to Aggrieved
26 Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;

27 (b) Failing to pay Aggrieved Employees all earned overtime compensation in
28 violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

1 (c) Failing to provide all legally required meal periods, and failure to pay meal
2 period premium wages, to Aggrieved Employees at the regular rate of compensation in violation
3 of Labor Code §§ 226.7, 512, 558, and 1198;

4 (d) Failing to authorize and permit all legally required rest periods, and failure
5 to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation
6 in violation of Labor Code §§ 226.7, 516, 558, and 1198;

7 (e) Failing to furnish Aggrieved Employees with complete, accurate, itemized
8 wage statements in violation of Labor Code § 226;

9 (f) Failing to pay all wages due on rest and recovery periods to Aggrieved
10 Employees in violation of Labor Code § 226.2;

11 (g) Failing to timely pay all final wages and compensation earned by
12 Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;

13 (h) Failure to reimburse Aggrieved Employees for all necessary business
14 expenses in violation of Labor Code § 2802;

15 (i) Failing to pay Aggrieved Employees all paid sick leave wages in violation
16 of Labor Code § 246;

17 (j) Failing to pay Aggrieved Employees all earned wages at least twice during
18 each calendar month in violation of Labor Code § 204; and

19 (k) Failing to maintain accurate records on behalf of Aggrieved Employees in
20 violation of Labor Code §§ 1174 and 1198.

21 97. Plaintiff CABRAL, on or about August 15, 2023, and Plaintiff RICHARDSON, on
22 or about September 9, 2023, notified Defendants via certified mail, and notified the California
23 Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations
24 of the Labor Code and Plaintiffs’ intent to bring claims for civil penalties under Labor Code §
25 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding
26 paragraph. Sixty-five (65) days have passed from Plaintiffs notifying Defendants and the LWDA
27 of these violations, and the LWDA has not provided notice that it intends to investigate the
28 violations, Plaintiffs have exhausted administrative requirements for bringing a claim under he

1 Private Attorneys General Act with respect to these violations.

2 98. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to
3 receive under California Labor Code § 2699(g).

4 **PRAYER FOR RELIEF**

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

8 **Class Certification**

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

11 2. That Plaintiffs be appointed as the representatives of the Class; and

12 3. That counsel for Plaintiffs be appointed as Class Counsel.

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

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

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

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

20 7. For liquidated damages;

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

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

24 **As to the Second Cause of Action**

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

28 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;

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

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

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

5 As to the Sixth Cause of Action

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

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

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

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

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

15 As to the Seventh Cause of Action

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

19 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

20 37. For injunctive relief to ensure compliance with this section, pursuant to California
21 Labor Code § 226(h);

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

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

24 As to the Eighth Cause of Action

25 40. That the Court declare, adjudge and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
27 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
28 accurate records of meal periods, failing to authorize and permit rest periods, and failing to

maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

46. For civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided; and

1 47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Labor Code § 2699.

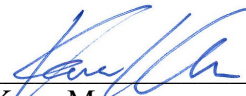
3 As to all Causes of Action

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

5
6 Dated: October 19, 2023

Respectfully submitted,

7 **MOON LAW GROUP, PC**

8
9 By: 

Kane Moon
Daniel J. Park
Michael Citrin
Attorneys for Plaintiffs

10
11
12 DATED: October 19, 2023

JUSTICE FOR WORKERS, P.C.

13
14
15 By: 

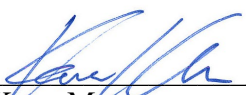
William C. Sung
Tiffany L. Luu
Attorneys for Plaintiffs

16
17 **DEMAND FOR JURY TRIAL**

18
19 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

20 Dated: October 19, 2023

MOON LAW GROUP, PC

21
22 By: 

Kane Moon
Daniel J. Park
Michael Citrin
Attorneys for Plaintiff

DATED: October 19, 2023

JUSTICE FOR WORKERS, P.C.

By: _____



William C. Sung

Tiffany L. Luu

Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
4 a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles,
5 California 90017.

6 On the date indicated below, I served the document described as: **FIRST AMENDED CLASS**
7 **ACTION COMPLAINT** on the interested parties in this action by sending [] the original [or] [✓] a true
8 copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

9 CHRIS A. JALIAN (SB# 295564)
10 chrisjalian@paulhastings.com
11 RAKHI KUMAR (SB# 346458)
12 rakhikumar@paulhastings.com
13 **PAUL HASTINGS LLP**
14 515 South Flower Street
15 Twenty-Fifth Floor
16 Los Angeles, California 90071-2228
17 Telephone: 1(213) 683-6000
18 Facsimile: 1(213) 627-0705

19 *Counsel for Defendant*

20 **JUSTICE FOR WORKERS, P.C.**
21 William C. Sung, SB# 280792
22 E-Mail: william@justiceforworkers.com
23 Tiffany L. Luu, SB# 335127
24 E-Mail: tluu@justiceforworkers.com
25 9575 Bolsa Avenue
26 Westminster, CA 92683
27 Tel: 323-922-2000
28 Fax: 323-922-2000

Co Counsel for Plaintiffs

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-
mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of
record in this action.

I declare under penalty of perjury under the laws of the State of California and the United States
that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this
court at whose direction the service was made, or I am a member of the bar of this court. Executed on
November 17, 2025, at Los Angeles, California.

Jill Eaton

Name


Signature