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**FILED**  
 Superior Court of California  
 County of Los Angeles

**09/16/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

JESSI ARELLANO and BYRON HERRERA,  
 individually, and on behalf of all others similarly  
 situated,

Plaintiffs,

vs.

TESTUDO GUARD; and DOES 1 through 10,  
 inclusive,

Defendants

Case No.: 26STCV22322

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

**DEMAND FOR JURY TRIAL**

**TABLE OF CONTENTS**

|                                                  |    |
|--------------------------------------------------|----|
| INTRODUCTION & PRELIMINARY STATEMENT.....        | 1  |
| THE PARTIES .....                                | 3  |
| A.    Plaintiffs .....                           | 3  |
| B.    Defendants.....                            | 3  |
| ALLEGATIONS COMMON TO ALL CAUSES OF ACTION ..... | 4  |
| CLASS ACTION ALLEGATIONS .....                   | 8  |
| FIRST CAUSE OF ACTION.....                       | 12 |
| SECOND CAUSE OF ACTION.....                      | 13 |
| THIRD CAUSE OF ACTION .....                      | 14 |
| FOURTH CAUSE OF ACTION.....                      | 15 |
| FIFTH CAUSE OF ACTION.....                       | 16 |
| SIXTH CAUSE OF ACTION.....                       | 17 |
| SEVENTH CAUSE OF ACTION.....                     | 18 |
| EIGHTH CAUSE OF ACTION.....                      | 19 |
| NINTH CAUSE OF ACTION .....                      | 22 |
| PRAYER FOR RELIEF.....                           | 24 |
| DEMAND FOR JURY TRIAL .....                      | 29 |

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class  
13 action on behalf of themselves 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 under the  
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to  
20 Plaintiff, the State of California, and past and present hourly-paid, non-exempt employees of  
21 Defendants who worked in California during the applicable statute of limitations period  
22 (hereinafter referred to as the “Aggrieved Employees”).

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

1           5.       Despite these requirements, throughout the statutory period Defendants maintained  
2 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 failing  
9 to pay an additional hour's pay for each workday a meal period violation  
10 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 the  
18 time period specified by California law when employment terminates;
- 19          (f)       Failing to maintain accurate records of the hours that employees worked;  
20 and
- 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 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**

8. Plaintiff Arellano is a California resident who worked for Defendants in the County of Los Angeles, State of California from approximately January 2026 and within the statutory period.

9. Plaintiff Herrera is a California resident who worked for Defendants in the County of Los Angeles, State of California from approximately July 2026 to August 2026.

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**

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendants are:

- (a) Business entities with their principal places of business in Los Angeles, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employers of Plaintiffs, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiffs, the Class, and the Aggrieved Employees.

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

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

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

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

25           15.     Plaintiffs are California residents who worked for Defendants in the County of Los  
26 Angeles, State of California during the statutory period. During the statutory time period,  
27 Defendants classified Plaintiffs as a non-exempt employee. Plaintiffs were typically scheduled to  
28 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

1           16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours  
2 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with  
3 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest  
4 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final  
5 wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish  
6 accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for  
7 Defendants was typical and illustrative.

8           17. Throughout the statutory period, Defendants maintained a policy and practice of not  
9 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all  
10 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees worked off-the-clock, and  
11 uncompensated. Also, Plaintiffs and the Class were sometimes interrupted during meal breaks  
12 without compensation. Also, throughout the statutory period, Plaintiffs, the Class, and the  
13 Aggrieved Employees received nondiscretionary bonuses and other remuneration. However,  
14 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of  
15 pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment. Also,  
16 Defendants failed to include the amount of available and unused paid sick days in the wage  
17 statements.

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

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

18           20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the  
19 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their  
20 duties for Defendants without reimbursement, such as the use of personal cellular telephones. Prior  
21 to being provided with company cellular telephones, Plaintiffs, the Class, and the Aggrieved  
22 Employees were required to use their own personal cellular telephones. After being provided with  
23 company cellular telephones, Plaintiffs, the Class, and the Aggrieved Employees were still  
24 sometimes required to use their personal cellular telephones.

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

premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved Employees their final paychecks immediately upon termination.

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

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, rest period premium wages, and reimbursement for business expenses to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium wages and business reimbursements owed to them;

- 1 (f) in connection with their employment before and during this action, and in  
2 connection with prosecuting this action, the violations caused them to have  
3 to perform mathematical computations to determine the amounts of wages  
4 owed to them, computations they would not have to make if the wage  
5 statements contained the required accurate information;
- 6 (g) by understating the wages truly due them, the violations caused them to lose  
7 entitlement and/or accrual of the full amount of Social Security, disability,  
8 unemployment, and other governmental benefits; and
- 9 (h) the wage statements inaccurately understated the wages, hours, and wages  
10 rates to which Plaintiffs, the Class, and the Aggrieved Employees were  
11 entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid  
12 less than the wages and wage rates to which they were entitled.

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

15 **CLASS ACTION ALLEGATIONS**

16 23. Plaintiffs bring certain claims individually, as well as on behalf of each and all other  
17 persons similarly situated, and thus, seek class certification under California Code of Civil  
18 Procedure § 382.

19 24. All claims alleged herein arise under California law for which Plaintiffs seek relief  
20 authorized by California law.

21 25. The proposed Class consists of and is defined as:

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

25 26. At all material times, Plaintiffs were each a member of the Class.

26 27. Plaintiffs undertake this concerted activity to improve the wages and working  
27 conditions of all Class Members.  
28

1           28.     There is a well-defined community of interest in the litigation and the Class is  
2 readily ascertainable:

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

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

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

23           (d)     Superiority: A Class Action is superior to other available methods for the  
24 fair and efficient adjudication of the controversy, including consideration of:  
25           1)     The interests of the members of the Class in individually controlling  
26 the prosecution or defense of separate actions;  
27           2)     The extent and nature of any litigation concerning the controversy  
28 already commenced by or against members of the Class;

1                   3)     The desirability or undesirability of concentrating the litigation of the  
2                                 claims in the particular forum; and

3                   4)     The difficulties likely to be encountered in the management of a class  
4                                 action.

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

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

17                   (a)     Failed to pay Class Members for all hours worked, including minimum  
18                                 wages, and overtime wages;

19                   (b)     Failed to provide meal periods and pay meal period premium wages to Class  
20                                 Members;

21                   (c)     Failed to authorize and permit rest periods and pay rest period premium  
22                                 wages to Class Members;

23                   (d)     Failed to promptly pay all wages due to Class Members upon their discharge  
24                                 or resignation;

25                   (e)     Failed to maintain accurate records of all hours Class Members worked, and  
26                                 all meal periods Class Members took or missed;

27                   (f)     Failed to reimburse Class Members for all necessary business expenses; and  
28

1 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a  
2 result of their illegal conduct as described above.

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

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

31. 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. 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)**

32. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

33. "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.

34. 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 California Labor Code § 1194, and any additional IWC applicable Wage Orders, which require such compensation to non-exempt employees.

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

36. 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.

37. By virtue of 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.

38. 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 to Plaintiffs and the Class.

39. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

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

## SECOND CAUSE OF ACTION

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

42. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional

1 compensation beyond their regular wages in amounts specified by law. Additionally, California  
2 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed  
3 by the Industrial Welfare Commission is unlawful.

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

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

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

15 48. By failing to keep adequate time records required by California Labor Code §  
16 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation  
17 due to Plaintiffs and the Class.

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

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

27 **THIRD CAUSE OF ACTION**

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

1           51.     Plaintiffs incorporate by reference and re-alleges as if fully stated herein the  
2     foregoing paragraphs of this Complaint.

3           52.     Under California law, Defendants have an affirmative obligation to relieve the  
4     Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the  
5     start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal  
6     periods no later than the start of the eleventh hour of work in the workday. California Labor Code  
7     § 512, and Section 11 of the applicable IWC Wage Orders require that an employer provide unpaid  
8     meal periods of at least 30 minutes for each five-hour period worked. It is a violation of California  
9     Labor Code § 226.7 for an employer to require any employee to work during any meal period  
10    mandated under any IWC Wage Order.

11          53.     Despite these legal requirements, Defendants regularly failed to provide Plaintiffs  
12    and the Class with both meal periods as required by California law. By their failure to permit and  
13    authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that  
14    Defendants made it impossible or impracticable to take these uninterrupted meal periods),  
15    Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable  
16    IWC Wage Orders.

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

#### 20                               **FOURTH CAUSE OF ACTION**

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

22          55.     Plaintiffs incorporate by reference and re-alleges as if fully stated herein the  
23    foregoing paragraphs of this Complaint.

24          56.     Defendants are required by California law to authorize and permit breaks of 10  
25    uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
26    two hours). California Labor Code § 512 and the applicable IWC Wage Orders require that the  
27    employer permit and authorize all employees to take paid rest periods of 10 minutes each for each  
28    4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,

1 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
2 itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7  
3 for an employer to require any employee to work during any rest period mandated under any IWC  
4 Wage Order.

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

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

#### 14 **FIFTH CAUSE OF ACTION**

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

16 59. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the  
17 foregoing paragraphs of this Complaint.

18 60. Defendants violated California Labor Code §2802 and the applicable IWC Wage  
19 Orders, by failing to pay and indemnify Plaintiffs and the Class for their necessary expenditures  
20 and losses incurred in direct consequence of the discharge of their duties or of their obedience to  
21 directions of Defendants.

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

24 62. Plaintiffs and the Class they represent are entitled to attorneys' fees, expenses, and  
25 costs of suit pursuant to California Labor Code §2802(c) and interest pursuant to California Labor  
26 Code § 2802(b).

1 **SIXTH CAUSE OF ACTION**

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

4 63. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the  
5 foregoing paragraphs of this Complaint.

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

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

18 66. Defendants' failure to pay Plaintiffs and those Class members who are no longer  
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-  
20 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§  
21 201 and 202.

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

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

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

#### **SEVENTH CAUSE OF ACTION**

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

70. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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.

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 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.

73. 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.

74. 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

1 statements under California Labor Code § 226(a).

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

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

9 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of  
10 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code  
11 § 226(h).

12 **EIGHTH CAUSE OF ACTION**

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

15 78. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the  
16 foregoing paragraphs of this Complaint.

17 79. Defendants, and each of them, are "persons" as defined under California Business  
18 & Professions Code § 17201.

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

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

26 82. A violation of California Business & Professions Code §§ 17200, *et seq.* may be  
27 predicated on the violation of any state or federal law. All of the acts described herein as violations  
28 of, among other things, the California Labor Code, are unlawful and in violation of public policy;

1 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby  
2 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business  
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

5 83. Defendants' failure to pay minimum wages, and other benefits in violation of the  
6 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
7 unlawful, and/or fraudulent prohibited by California Business & Professions Code §§ 17200, *et*  
8 *seq.*

9 **Failure to Pay Overtime Wages**

10 84. Defendants' failure to pay overtime compensation and other benefits in violation of  
11 California Labor Code §§ 510, 1194, and 1198 constitutes and the applicable IWC Wage Orders,  
12 as alleged above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California  
13 Business & Professions Code §§ 17200, *et seq.*

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

15 85. Defendants' failure to maintain accurate records of all hours worked in accordance  
16 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,  
17 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &  
18 Professions Code §§ 17200, *et seq.*

19 **Failure to Provide Meal Periods**

20 86. Defendants' failure to provide meal periods in accordance with California Labor  
21 Code §§ 226.7 and 512, and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
22 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§  
23 17200, *et seq.*

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

25 87. Defendants' failure to authorize and permit rest periods in accordance with  
26 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes  
27 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code  
28 §§ 17200, *et seq.*

1                                   **Failure to Indemnify Necessary Business Expenses**

2           88.     Defendants' failure to indemnify employees for necessary business expenses in  
3 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged  
4 above, constitutes unfair, unlawful, and/or fraudulent prohibited by Business and Professions Code  
5 §§ 17200, *et seq.*

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

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

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

14          91.     Plaintiffs and the Class Members suffered monetary injury as a direct result of  
15 Defendants' wrongful conduct.

16          92.     Plaintiffs, individually, and on behalf of members of the putative Class, is entitled  
17 to, and do, seek such relief as may be necessary to disgorge money and/or property which  
18 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by  
19 means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiffs and  
20 the Class are not obligated to establish individual knowledge of the wrongful practices of  
21 Defendants in order to recover restitution.

22          93.     Plaintiffs, individually, and on behalf of members of the putative Class, is further  
23 entitled to, and does, seek a declaration that the above described business practices are unfair,  
24 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from  
25 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the  
26 future.

27          94.     Plaintiffs, individually, and on behalf of members of the putative Class, has no plain,  
28 speedy, and/or adequate remedy at law to redress the injuries which Plaintiffs and Class Members

1 suffered as a consequence of Defendants' unfair, unlawful and/or fraudulent business practices.  
2 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,  
3 individually, and on behalf of members of the putative Class, has suffered and will continue to  
4 suffer, irreparable harm unless Defendants, and each of them, are restrained from continuing to  
5 engage in said unfair, unlawful and/or fraudulent business practices.

6 95. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth  
7 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other  
8 withholdings.

9 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and  
10 putative Class Members are entitled to restitution of the wages withheld and retained by  
11 Defendants during a period that commences four years prior to the filing of this complaint; a  
12 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class  
13 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and  
14 other applicable laws; and an award of costs.

### 15 **NINTH CAUSE OF ACTION**

#### 16 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of** 17 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

18 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein the  
19 foregoing paragraphs of this Complaint.

20 98. At all times herein mentioned, Defendants were subject to the Labor Code of the  
21 State of California and the applicable IWC Wage Orders.

22 99. California Labor Code § 2699(a) specifically provides for a private right of action  
23 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,  
24 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor  
25 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
26 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a  
27 civil action brought by an aggrieved employee on behalf of the employee and other current or  
28

1 former employees against whom a violation of the same provision was committed pursuant to the  
2 procedures specified in Section 2699.3.”

3 100. Plaintiffs have exhausted his administrative remedies pursuant to California Labor  
4 Code § 2699.3. On July 12, 2026, Plaintiff Arellano gave written notice by online filing to the  
5 Labor and Workforce Development Agency and by certified mail to Defendants of the specific  
6 provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current  
7 and former Aggrieved Employees, including the facts and theories to support the violations.  
8 Plaintiff Arellano also paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1190361-  
9 26.

10 101. More than 65 days have elapsed since Plaintiff Arellano provided notice, but the  
11 Labor and Workforce Development Agency has not indicated that it intends to investigate  
12 Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff Arellano may  
13 commence a civil action to recover penalties under California Labor Code § 2699, pursuant to  
14 California Labor Code § 2699.3, for the violations of the Labor Code described in this Complaint.  
15 These penalties include, without limitation, penalties under California Labor Code §§ 210, 226.3,  
16 558, and 2699(f)(2).

17 102. On August 28, 2026, Plaintiffs gave an amended written notice by online filing to  
18 the Labor and Workforce Development Agency and by certified mail to Defendants. The amended  
19 notice identified Plaintiff Herrera as an additional aggrieved employee and PAGA representative.

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

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

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

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

### PRAYER FOR RELIEF

Plaintiffs, each individually, and on behalf of all others similarly situated only with respect to the Class and PAGA claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

## Class Certification

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

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

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

5                               As to the First Cause of Action

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

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

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

12          7.       For liquidated damages;

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

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

16                               As to the Second Cause of Action

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

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

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

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

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

26                               As to the Third Cause of Action

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

- 1           16.     For unpaid meal period premium wages as may be appropriate;
- 2           17.     For pre-judgment interest on any unpaid compensation commencing from the date
- 3 such amounts were due;
- 4           18.     For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 5 and for costs of suit incurred herein; and
- 6           19.     For such other and further relief as the Court may deem equitable and appropriate.

7                               As to the Fourth Cause of Action

- 8           20.     That the Court declare, adjudge and decree that Defendants violated California
- 9 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders;
- 10          21.     For unpaid rest period premium wages as may be appropriate;
- 11          22.     For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;
- 13          23.     For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 14 and for costs of suit incurred herein; and
- 15          24.     For such other and further relief as the Court may deem equitable and appropriate.

16                               As to the Fifth Cause of Action

- 17          25.     That the Court declare, adjudge and decree that Defendants violated California
- 18 Labor Code § 2802 and the applicable IWC Wage Orders;
- 19          26.     For general unpaid wages and reimbursement of business expenses as may be
- 20 appropriate;
- 21          27.     For pre-judgment interest on any unpaid compensation commencing from the date
- 22 such amounts were due;
- 23          28.     For reasonable attorneys' fees and for costs of suit incurred herein; and
- 24          29.     For such other and further relief as the Court may deem equitable and appropriate.

25                               As to the Sixth Cause of Action

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

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

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

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

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

7                               As to the Seventh Cause of Action

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

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

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

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

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

16                               As to the Eighth Cause of Action

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

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

47. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other applicable California Labor Code provisions, on behalf of Plaintiffs, the State of California, and all Aggrieved Employees;

48. Pre-judgment and post-judgment interest at the maximum rate allowed;

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

50. Injunctive and declaratory relief to the extent allowed by PAGA; and

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

As to all Causes of Action

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

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1 Dated: September 16, 2026

Respectfully submitted,

2 MOON LAW GROUP, PC

3  
4 By: 

Kane Moon  
Allen Feghali  
Charlotte Mikat-Stevens  
Urepanny Morales  
*Attorneys for Plaintiffs*

7  
8 **DEMAND FOR JURY TRIAL**

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

10 Dated: September 16, 2026

MOON LAW GROUP, PC

11  
12 By: 

Kane Moon  
Allen Feghali  
Charlotte Mikat-Stevens  
Urepanny Morales  
*Attorneys for Plaintiffs*

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 725 S Figueroa St., 31<sup>st</sup> Floor, Los  
7 Angeles, California 90017. On **September 16, 2026**, I served the foregoing document described  
8 as:

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

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

12 **Walter E. Bulnes - Authorized Agent for Service of Process**  
13 **18615 Community Street**  
14 **Northridge, CA 91324**

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

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

24 Executed on **September 16, 2026**, at Los Angeles, California.

25 Steven Delgado  
26 Name

27 /s/ Steven Delgado  
28 Signature