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 Superior Court of California
 County of Los Angeles
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 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Strano Deputy

Attorneys for Plaintiff JOEL KIZHAKADATHU

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

JOEL KIZHAKADATHU, an individual and
 on behalf of all others similarly situated;

Plaintiff,

vs.

EMERALD SOCAL, LLC, a Delaware
 corporation; and DOES 1 through 50,

Defendants.

Case No.: 26STCV21750

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

- (1) **MINIMUM WAGE VIOLATIONS**
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
 (LABOR CODE §§ 204, 510, 1194,
 1198);
- (3) **MEAL PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
 (LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
 (LABOR CODE §§ 201-203);
- (7) **UNFAIR COMPETITION (BUS &
 PROF CODE §§ 17200, *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE
 ATTORNEYS GENERAL ACT**
 (LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff JOEL KIZHAKADATHU (“Plaintiff”), on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants EMERALD SOCAL, LLC, a Delaware corporation, and DOES 1
4 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Orders
10 (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
13 exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Los Angeles County, and some
16 of the acts and omissions complained of herein occurred in Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
23 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
24 1198, 2698, *et seq.*, and Wage Orders.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed similarly-situated non-
28 exempt employees within Los Angeles County, and the State of California and, therefore, were (and

1 are) doing business in Los Angeles County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
6 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate hospital linen cleaning and laundry facilities in
3 California, including in Los Angeles County. During the relevant time period, Defendants employed
4 Plaintiff as an hourly-paid, non-exempt employee.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
9 belief, at times, Defendants required Plaintiff and other non-exempt employees to perform work
10 before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,
11 and failed to compensate employees for this time. Upon information and belief, Defendants also
12 failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular
13 rate of pay. As a result, Plaintiff and other non-exempt employees were not compensated for all
14 earned minimum and overtime wages.

15 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
16 legally compliant meal periods due to Defendants' meal period policies/practices, which resulted in
17 late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal
18 periods. Upon information and belief, at times, Plaintiff and other non-exempt employees were not
19 able to take their legally compliant meal breaks due to work demands imposed by Defendants.
20 Upon information and belief, Defendants do not keep accurate records of Plaintiff's and other non-
21 exempt employees' hours worked, including accurate time records showing when employees take
22 their meal periods. On those occasions when Plaintiff and other non-exempt employees were not
23 provided with all legally compliant meal periods to which they were entitled, Defendants failed to
24 compensate Plaintiff and other non-exempt employees with the required meal period premium(s)
25 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
26 information and belief, Defendants violated Labor Code § 226.7 by failing to pay meal period
27 premiums at the correct regular rate of compensation by incorporating all non-discretionary
28 incentive compensation in the event that a legally compliant meal period was not provided to their

1 non-exempt employees.

2 13. At times, Plaintiff and other non-exempt employees were not authorized and
3 permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices,
4 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or
5 major fraction thereof. On occasion, Plaintiff and other non-exempt employees were not able to take
6 their legally compliant rest breaks due to work demands imposed by Defendants. On those
7 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
8 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
9 them with the required rest period premium(s) for each workday there was a rest period violation as
10 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
11 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
12 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
13 employees.

14 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
15 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
16 sick leave pay rate.

17 15. As a result of Defendants' failure to pay all minimum, overtime, sick leave wages,
18 failure to pay all meal and rest period premium wages, and unlawful timekeeping and payroll
19 practices as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate
20 wage statements to Plaintiff and other non-exempt employees. As a further result of Defendants'
21 failure to pay all minimum and overtime wages, sick leave wages, and meal and rest period
22 premium wages, Defendants failed to timely pay all final wages to former non-exempt employees
23 upon their separation of employment from Defendants.

24 16. Labor Code § 1198 provides: "The employment of any employee ... under conditions
25 of labor prohibited by the [Industrial Wage Orders] is unlawful." Section 15 of the Wage Order
26 provides: "(A) The temperature maintained in each work area shall provide reasonable comfort
27 consistent with industry-wide standards for the nature of the process and the work performed. (B) If
28 excessive heat or humidity is created by the work process, the employer shall take all feasible

1 means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where
2 the nature of the employment requires a temperature of less than 60° F, a heated room shall be
3 provided to which employees may retire for warmth, and such room shall be maintained at not less
4 than 68° F. (C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting
5 rooms, and change rooms during hours of use. (D) Federal and State energy guidelines shall prevail
6 over any conflicting provision of this section.” California law requires an employer to endeavor to
7 provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)

8 17. Labor Code § 6720 required the California Division of Occupational Safety and
9 Health (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. 8 Cal. Code
10 Regs. § 3396 applies when the indoor temperature is greater than 82° F and requires (1) provide
11 access to potable water that is fresh, suitably cool, and free of charge located as close as possible to
12 the work area; (2) provide preventive cool-down rest periods and monitor workers for symptoms of
13 heat-related illness; (3) measure the temperature and heat index and record whichever is greater
14 whenever the temperature or heat index reaches 87° F (or temperature reaches 82° F for workers
15 working in clothing that restricts heat removal or high-radiant-heat areas) and implement control
16 measures to keep workers safe; feasible engineering controls must be implemented first; (4) provide
17 training to both workers and supervisors; and (5) establish, implement, and maintain an effective
18 written Indoor Heat Illness Prevention Plan. During the relevant time period, Defendants violated
19 Labor Code § 1198 and section 15 of the Wage Order because it failed to provide Plaintiff and other
20 aggrieved employees with reasonable comfort by maintaining the indoor temperature within the
21 range of industry standards by, inter alia, complying with the regulations in 8 Cal. Code Regs. §
22 3396, and failed to maintain a temperature of not less than 68° F in toilet rooms and/or breakrooms
23 for Plaintiff and other aggrieved employees.

24 **CLASS ACTION ALLEGATIONS**

25 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
26 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 27 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
28 in the State of California who were subject to Defendants’ timekeeping and payroll

policies and/or practices, during the four years immediately preceding the filing of this action through the present.

- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.
- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.

19. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

20. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to members of the Classes, which predominate over questions affecting only individual members including, without limitation

1 to:

- 2 a. Whether Defendants properly paid all overtime wages to members of the Overtime
- 3 Class;
- 4 b. Whether Defendants paid at least the minimum wage for all hours worked to
- 5 members of the Minimum Wage Class;
- 6 c. Whether Defendants provided all legally compliant meal periods or paid meal period
- 7 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
- 8 226.7 and 512;
- 9 d. Whether Defendants authorized and permitted all legally compliant rest periods or
- 10 paid all rest period premium wages due to members of the Rest Period Class
- 11 pursuant to Labor Code §§ 226.7 and 516;
- 12 e. Whether Defendants furnished legally compliant wage statements to members of the
- 13 Wage Statement Class pursuant to Labor Code § 226; and
- 14 f. Whether Defendants timely paid all final wages to members of the Waiting Time
- 15 Class at the time of their separation of employment pursuant to Labor Code §§ 201
- 16 and 202.

17 These common questions of law and fact set forth above are numerous and substantial and
18 stem from Defendants' policies and/or practices applicable to each individual class member. As
19 such, the common questions predominate over individual questions concerning each individual
20 class member's showing as to their eligibility for recovery or as to the amount of their damages.

21 21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
22 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
23 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
24 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
25 to Defendants' timekeeping and payroll policies/practices, not provided all required meal periods,
26 not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal
27 and rest periods, and not provided with accurate, compliant, itemized wage statements.

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1 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
2 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
3 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
4 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
5 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
6 members of the Classes.

7 23. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
8 public interest in establishing minimum working conditions and standards in California. These laws
9 and labor standards protect the average working employee from exploitation by employers who
10 have the responsibility to follow the laws and who may seek to take advantage of superior economic
11 and bargaining power in setting onerous terms and conditions of employment. The nature of this
12 action and the format of laws available to members of the Classes make the class action format a
13 particularly efficient and appropriate procedure to redress the violations alleged herein. If each
14 employee were required to file an individual lawsuit, Defendants would necessarily gain an
15 unconscionable advantage since they would be able to exploit and overwhelm the limited resources
16 of each individual plaintiff with their vastly superior financial and legal resources.

17 24. Moreover, requiring each member of the Class(es) to pursue an individual remedy
18 would also discourage the assertion of lawful claims by employees who would be disinclined to file
19 an action against their former and/or current employer for real and justifiable fear of retaliation and
20 permanent damages to their careers at subsequent employment. The claims of the individual
21 members of the Class are not sufficiently large to warrant vigorous individual prosecution
22 considering all of the concomitant costs and expenses attending hereto.

23 25. Furthermore, the prosecution of separate actions by the individual class members,
24 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
25 with respect to the individual class members against Defendants herein; and which would establish
26 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
27 respect to individual class members which would, as a practical matter, be dispositive of the interest
28 of the other class members not parties to adjudications or which would substantially impair or

1 impede the ability of the class members to protect their interests. As such, the Classes identified
2 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

3 **FIRST CAUSE OF ACTION**

4 **MINIMUM WAGE VIOLATIONS**

5 **(Against All Defendants)**

6 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
7 fully set forth herein.

8 27. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of
9 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
10 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
11 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
12 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
13 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
14 pay practices to the requirements of the law by failing to pay members of the Minimum Wage Class
15 for all hours worked, including, but not limited to, all hours they were subject to the control of
16 Defendants and/or suffered or permitted to work under the Labor Code and Wage Orders.

17 28. Labor Code § 1198 makes unlawful the employment of an employee under
18 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
19 employer who has failed to pay its employees the legal minimum wage is liable to pay those
20 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
21 equal to the wages due and interest thereon.

22 29. As a consequence of Defendants' non-payment of minimum wages, members of the
23 Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon,
24 statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194,
25 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

26 **SECOND CAUSE OF ACTION**

27 **OVERTIME WAGE VIOLATIONS**

28 **(Against All Defendants)**

1 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
2 fully set forth herein.

3 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
4 Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and
5 compensation for all overtime hours worked and provide a private right of action for the failure to
6 pay all overtime compensation for overtime work performed.

7 32. At all times relevant herein, Defendants were required to properly compensate non-
8 exempt employees, including members of the Overtime Class, for all overtime hours worked
9 pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer to pay an
10 employee one and one-half (1½) times and two times the employee's regular rate of pay for
11 overtime and double time hours work. Defendants caused members of the Overtime Class to work
12 overtime hours but failed to compensate these employees for all overtime hours actually worked.

13 33. As a consequence of Defendants' non-payment of overtime wages, members of the
14 Overtime Class seek recovery of the balance of unpaid overtime wages, including interest thereon,
15 statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216,
16 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

17 **THIRD CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(Against All Defendants)**

20 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
23 in their affirmative obligation to provide all of their non-exempt employees in California, including
24 members of the Meal Period Class, with all legally compliant meal periods in accordance with the
25 mandates of the Labor Code and Wage Orders, § 11.

26 36. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
27 members of the Meal Period Class at their respective regular rates of compensation, in accordance
28 with California Labor Code §§ 204, 210, 226.7, and 512.

1 37. As a consequence of Defendants’ unlawful meal period practices, members of the
2 Meal Period Class seek recovery of unpaid premium wages for meal period violations including
3 interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558,
4 Wage Orders, and Civil Code §§ 3287 and 3289.

5 **FOURTH CAUSE OF ACTION**

6 **REST PERIOD VIOLATIONS**

7 **(Against All Defendants)**

8 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
9 fully set forth herein.

10 39. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
11 employees to be provided with a rest period of at least 10 minutes for each four-hour period
12 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
13 despite Defendants’ failure to authorize and permit members of the Rest Period Class to take all
14 legally compliant rest periods as alleged herein, Defendants did not pay these individuals an
15 additional hour of pay at their respective regular rate for the rest periods that they failed to authorize
16 and permit them to take, as required by Labor Code § 226.7.

17 40. As a consequence of Defendants’ unlawful rest period practices, members of the
18 Rest Period Class seek recovery of unpaid premium wages for rest period violations including
19 interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys’ fees, and costs
20 of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§ 3287 and
21 3289.

22 **FIFTH CAUSE OF ACTION**

23 **WAGE STATEMENT PENALTIES**

24 **(Against All Defendants)**

25 41. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish members

1 of the Wage Statement Class with accurate and complete, itemized wage statements that included,
2 among other requirements, all hours worked, total gross wages earned, all rates of pay and
3 corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
4 period, and/or the correct name and address of the legal entity that is the employer in violation of
5 Labor Code § 226.

6 43. Defendants' failure to furnish members of the Wage Statement Class with accurate
7 and complete, itemized wage statements resulted in actual injury, as said failures led to, among
8 other things, the non-payment of minimum, overtime, and sick leave wages and meal and rest
9 period premium wages owed and deprived them of the information necessary to identify the
10 discrepancies in Defendants' reported payroll data.

11 44. As a consequence of Defendants' unlawful wage statement practices, members of the
12 Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and
13 costs of suit according to California Labor Code § 226.

14 **SIXTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**

16 **(Against All Defendants)**

17 45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
18 fully set forth herein.

19 46. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
20 employer to pay all wages immediately at the time of separation of employment in the event the
21 employer discharges the employee or the employee provides at least 72 hours of notice of their
22 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
23 said employee's wages become due and payable not later than 72 hours upon said employee's last
24 date of employment.

25 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
26 to timely pay members of the Waiting Time Class all final wages due to them at their separation
27 from employment, including unpaid minimum, overtime, and sick leave wages as well as unpaid
28 meal and rest period premium wages.

1 48. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
2 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
3 Time Class all earned wages at the end of employment in a timely manner pursuant to the
4 requirements of Labor Code §§ 201-202.

5 49. Defendants' failure to pay all final wages was willful within the meaning of Labor
6 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
7 earned wages upon separation from employment results in continued payment of daily wages up to
8 thirty days from the time the wages were due.

9 50. As a consequence of Defendants' unlawful practices, members of the Waiting Time
10 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

11 **SEVENTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(Against All Defendants)**

14 51. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 52. Defendants have engaged and continue to engage in unfair and/or unlawful business
17 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 18 a. failing to pay members of the Minimum Wage Class all minimum wages due;
- 19 b. failing to pay members of the Overtime Class all overtime wages due;
- 20 c. failing to provide members of the Meal Period Class with all meal periods to which
21 they are entitled, and failing to pay them all meal period premium wages due;
- 22 d. failing to authorize and permit members of the Rest Period Class all rest periods to
23 which they are entitled, and failing to pay them all rest period premium wages due;
- 24 e. failing to reimburse all necessary business expenses to members of the Expense
25 Reimbursement Class;
- 26 f. failing to issue accurate and itemized wage statements to members of the Wage
27 Statement Class; and

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1 || g. failing to timely pay all final wages to members of the Waiting Time Penalty Class.

53. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

7 54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
8 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
9 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
10 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

11 55. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the Complaint in this action.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

16 56. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 57. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
19 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
20 Employees”), brings this representative action against Defendants to recover the civil penalties due
21 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
22 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
23 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
24 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
25 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
26 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
27 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
28 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each

1 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
2 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
3 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
4 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
5 Code for which no civil penalty is specifically provided, based on the following Labor Code
6 violations:

- 7 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
8 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 9 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
10 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 11 c. Failing to provide all legally required meal periods, and failure to pay meal period
12 premium wages, to Aggrieved Employees at the regular rate of compensation in
13 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 14 d. Failing to authorize and permit all legally required rest periods, and failure to pay
15 rest period premium wages, to Aggrieved Employees at the regular rate of
16 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 17 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
18 statements in violation of Labor Code § 226;
- 19 f. Failing to timely pay all final wages and compensation earned by Aggrieved
20 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 21 g. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
22 Code § 246;
- 23 h. Failing to comply with the Wage Order's regulations on temperature in indoor
24 workplaces in violation of Labor Code § 1198;
- 25 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
26 calendar month in violation of Labor Code § 204; and
- 27 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
28 of Labor Code §§ 1174 and 1198.

58. On or about July 10, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

1 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
2 203;

3 10. Upon the Seventh Cause of Action, for restitution to members of the Classes of all
4 money and/or property unlawfully acquired by Defendants by means of any acts or practices
5 declared by this Court to be in violation of Business and Professions Code §§ 17200, *et seq.*;

6 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
7 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
8 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
9 pay each employee and \$200 for each subsequent violation or willful or intentional violation
10 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
11 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
12 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
13 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
14 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
15 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
16 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
17 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
18 subsequent violation per employee per pay period for those violations of the Labor Code for which
19 no civil penalty is specifically provided;

20 12. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
21 and Civil Code §§ 3287 and 3289;

22 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
23 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

24 14. For such other and further relief, the Court may deem just and proper.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a trial by jury on all claims.

27 ///

28 ///

1 DATED: September 14, 2026

JUSTICE FOR WORKERS, P.C.

2
3 By:



4 William C. Sung

5 Tiffany L. Luu

6 Joseph C. Ramli

7 Guneez Ibrahim

8 Attorneys for Plaintiff JOEL KIZHAKADATHU