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

DANIEL SALAS and DOMINGO PEREZ,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

INTERNATIONAL BUILDING
INVESTMENT, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV009859

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

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

DEMAND FOR JURY TRIAL

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	14
THIRD CAUSE OF ACTION	15
FOURTH CAUSE OF ACTION	16
FIFTH CAUSE OF ACTION	17
SIXTH CAUSE OF ACTION	17
SEVENTH CAUSE OF ACTION	18
EIGHTH CAUSE OF ACTION	20
NINTH CAUSE OF ACTION	23
PRAYER FOR RELIEF	25
DEMAND FOR JURY TRIAL	29

1 Plaintiffs Daniel Salas and Domingo Perez (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
13 class action on behalf of 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
17 limitations 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 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid 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 Sacramento County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

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

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

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

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 Daniel Salas is a California resident that worked for Defendants in the County of Sacramento, State of California, as a field technician from approximately July 2023 to September 2023.

9. Plaintiff Domingo Perez is a California resident that worked for Defendants in the County of Sacramento, State of California, as a framing superintendent from approximately February 2023 to April 2023.

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 allege, that Defendants are:

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

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

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

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

25 15. Plaintiff Daniel Salas is a California resident who worked for Defendants in the
26 County of Sacramento, State of California, as a field technician during the statutory period.
27 Plaintiff Domingo Perez is a California resident who worked for Defendants in the County of
28 Sacramento, State of California, as a framing superintendent during the statutory period. During

1 the statutory time period, Plaintiffs were typically scheduled to work at least 5 days in a
2 workweek, and typically in excess of 8 hours in a single workday.

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

10 17. Throughout the statutory period, Defendants maintained a policy and practice of
11 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
12 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work off
13 the clock, and uncompensated. For example, Plaintiffs, the Class, and the Aggrieved Employees
14 were required to arrive to work prior to their shift times in order to prepare their tools and
15 equipment. In certain instances where there were no remaining billable hours available under
16 contract, Plaintiffs, the Class, and the Aggrieved Employees were not allowed to clock into work
17 until the manager reassigned them on the timekeeping application, leading to off the clock time
18 waiting. After clocking out, Plaintiffs, the Class, and the Aggrieved Employees were required to
19 clean up and to put away their tools and equipment, off the clock and uncompensated. Also
20 throughout the statutory period, Plaintiffs, the Class, and the Aggrieved Employees received non-
21 discretionary bonuses and other remuneration. However, Defendants failed to incorporate all
22 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
23 and suck day rate of pay, leading to underpayment to Plaintiffs, the Class, and the Aggrieved
24 Employees.

25 18. Throughout the statutory period, Defendants have wrongfully failed to provide
26 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
27 Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
28 Employees to work in excess of five consecutive hours a day without providing 30-minute,

1 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
2 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
3 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
4 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal
5 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
6 tenth hour of work. Defendants also failed to accurately record meal periods. Accordingly,
7 Defendants' policy and practice was to not provide meal periods to Plaintiffs, the Class, and the
8 Aggrieved Employees in compliance with California law.

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

27 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
28 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of

1 their duties for Defendants without reimbursement, such as the purchase of facemasks, tools and
2 equipment such as compressors, compressor hoses, hammers, hand tools, crowbars, measuring
3 tapes, saw drills, drywall tools, and the use of personal cellular telephones for work purposes,
4 without reimbursement.

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

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

- 19 (a) the violations led them to believe that they were not entitled to be paid
20 minimum wages, overtime wages, meal period premium wages, and rest
21 period premium wages to which they were entitled, even though they were
22 entitled;
- 23 (b) the violations led them to believe that they had been paid the minimum,
24 overtime, meal period premium, and rest period premium wages, even
25 though they had not been;
- 26 (c) the violations led them to believe they were not entitled to be paid
27 minimum, overtime, meal period premium, and rest period premium wages
28 at the correct California rate even though they were;

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

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

20 **CLASS ACTION ALLEGATIONS**

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

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

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

27 All persons who worked for any Defendant in California as an hourly, non-
28 exempt employee at any time during the period beginning four years before the

1 filing of the initial complaint in this action and ending when notice to the Class
2 is sent.

3 26. At all material times, Plaintiffs were members of the Class.

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

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

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

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

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

28 (d) Superiority: A Class Action is superior to other available methods for the

1 fair and efficient adjudication of the controversy, including consideration
2 of:

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

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

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

- 24 (a) Failed to pay Class Members for all hours worked, including minimum
25 wages, and overtime wages;
- 26 (b) Failed to provide meal periods and pay meal period premium wages to
27 Class Members;
- 28 (c) Failed to authorize and permit rest periods and pay rest period premium

wages to Class Members;

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

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

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

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

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

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

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

1) Inconsistent or varying adjudications with respect to individual

members of the Class which would establish incompatible standards of conduct for Defendants; and/or

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

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

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. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

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

32. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in 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, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully

1 violated the provisions of Section 1194 of the California Labor Code, and any additional
2 applicable Wage Orders, which require such compensation to non-exempt employees.

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

5 36. By and through the conduct described above, Plaintiffs, the Class, and the
6 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
7 their employment with Defendants.

8 37. By virtue of the Defendants' unlawful failure to pay additional compensation to
9 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
10 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
11 damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved
12 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
13 ascertained according to proof at trial.

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

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

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

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

1 **SECOND CAUSE OF ACTION**

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

3 42. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 22 in this Complaint.

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

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

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

15 46. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the
16 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
17 maximum hours permissible by law as required by California Labor Code § 510 and 1198.
18 Plaintiffs, the Class, and the Aggrieved Employees are regularly required to work overtime
19 hours.

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

25 48. By failing to keep adequate time records required by Labor Code § 1174(d),
26 Defendants have made it difficult to calculate the full extent of overtime compensation due to
27 Plaintiffs, the Class, and the Aggrieved Employees.

28 49. Plaintiffs, the Class, and the Aggrieved Employees also request recovery of

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

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

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

FOURTH CAUSE OF ACTION

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

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

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

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

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1 **FIFTH CAUSE OF ACTION**

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

3 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 22 in this Complaint.

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

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

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

15 **SIXTH CAUSE OF ACTION**

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

18 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 22 in this Complaint.

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

26 65. Within the applicable statute of limitations, the employment of Plaintiffs and
27 many other members of the Class ended, i.e., were terminated by quitting or discharge, and the
28 employment of others will be. However, during the relevant time period, Defendants failed, and

1 continue to fail to pay terminated Class Members, without abatement, all wages required to be
2 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
3 seventy-two (72) hours of their leaving Defendants' employ.

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

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

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

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

18 **SEVENTH CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
22 1 through 22 in this Complaint.

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

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and the last four digits of his or her social security number or an employee
3 identification number other than a social security number, (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee.

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

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

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

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

23 76. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from
24 Defendants their actual damages caused by Defendants’ failure to comply with California Labor
25 Code § 226(a).

26 77. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to injunctive
27 relief, as well as an award of attorney’s fees and costs to ensure compliance with this section,
28 pursuant to California Labor Code § 226(h).

1 **EIGHTH CAUSE OF ACTION**

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

4 78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 22 in this Complaint.

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

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

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

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

21 **Failure to Pay Minimum Wages**

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

25 **Failure to Pay Overtime Wages**

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

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

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

5 **Failure to Provide Meal Periods**

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

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

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

13 **Failure to Indemnify Necessary Business Expenses**

14 88. Defendants' failure to indemnify employees for necessary business expenses in
15 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
16 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
17 17200, *et seq.*

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

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

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

26 91. Plaintiffs, the Class, and the Aggrieved Employees suffered monetary injury as a
27 direct result of Defendants' wrongful conduct.

28 92. Plaintiff, individually, and on behalf of members of the putative Class, is entitled

1 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
2 Defendants have wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved
3 Employees have been deprived, by means of the above-described unfair, unlawful and/or
4 fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not
5 obligated to establish individual knowledge of the wrongful practices of Defendants in order to
6 recover restitution.

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

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

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

22 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
23 and putative Class Members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of this complaint; a
25 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
26 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
27 1021.5 and other applicable laws; and an award of costs.

1 **NINTH CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

4 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 22 in this Complaint.

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

8 99. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 100. Plaintiff Daniel Salas has exhausted his administrative remedies pursuant to
17 California Labor Code § 2699.3. On October 8, 2023, Plaintiff Daniel Salas gave written notice
18 by online filing to the Labor and Workforce Development Agency. On October 9, 2023, Plaintiff
19 Daniel Salas gave written notice by certified mail to Defendants of the specific provisions of the
20 Labor Code that Defendants have violated against Plaintiff and certain current and former
21 aggrieved employees, including the facts and theories to support the violations. Plaintiff Daniel
22 Salas paid the filing fee. Plaintiff Daniel Salas’ PAGA case number is LWDA-CM-986385-23.

23 101. Plaintiff Domingo Perez has exhausted his administrative remedies pursuant to
24 California Labor Code § 2699.3. On December 17, 2023, Plaintiff Domingo Perez gave written
25 notice by online filing to the Labor and Workforce Development Agency. On December 18,
26 2023, Plaintiff Domingo Perez gave written notice by certified mail to Defendants of the specific
27 provisions of the Labor Code that Defendants have violated against Plaintiff and certain current
28 and former aggrieved employees, including the facts and theories to support the violations.

1 Plaintiff Domingo Perez also paid the filing fee. Plaintiff Domingo Perez' PAGA case number is
2 LWDA-CM-1000176-23.

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

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

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

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

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

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

13 **PRAYER FOR RELIEF**

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

17 **Class Certification**

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

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

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

- 26 5. For general unpaid wages as may be appropriate;

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

1 7. For liquidated damages;

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

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

5 As to the Second Cause of Action

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

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

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

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

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

15 As to the Third Cause of Action

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

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

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

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

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

24 As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

6 As to the Eighth Cause of Action

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

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

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

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

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

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

23 As to the Ninth Cause of Action

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

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

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

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

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

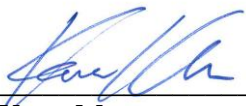
8 As to all Causes of Action

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

10
11 Dated: March 11, 2024

Respectfully submitted,

12 **MOON LAW GROUP, PC**

13
14 By:  _____

Kane Moon
Enzo Nabiev

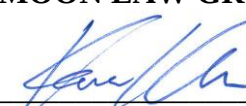
15 Attorneys for Plaintiffs
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17 **DEMAND FOR JURY TRIAL**

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

20 Dated: March 11, 2024

MOON LAW GROUP, PC

21
22 By:  _____

Kane Moon
Enzo Nabiev

23 Attorneys for Plaintiffs
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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

Robert Fried
Robert.Fried@practus.com
PRACTUS, LLP
111 Ardmore Rd
Kensington, CA 94707-1310
Telephone: (510) 295-0019

[✓] BY ELECTRONIC SERVICE: Based on an agreement of the parties to accept electronic service via e-mail, I caused the document(s) identified above to be sent to the persons at the electronic addresses via e-mail listed above.

Executed on **March 20, 2024**, in Los Angeles, California.

Signature