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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 MARHAWIT MELLES and JOHN
13 RODRIGUES, individually, and on behalf of all
others similarly situated,

14 *Plaintiffs,*

15 v.

16 HORIZON SERVICES, INCORPORATED, a
17 California corporation; and DOES 1 through 10,
inclusive,

18 *Defendants.*

Case No.: 23CV046524

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (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 Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs Marhawit Melles and John Rodrigues (“Plaintiffs”), on information and belief,
2 allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants Horizon Services, Incorporated and
5 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
6 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
7 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
8 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
9 accurate wage statements, failure to indemnify employees for expenditures, and failure to produce
10 requested employment records.

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

17 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiffs, the State of California, and past and present non-exempt employees employed by
20 Defendants in the State of California during the statute of limitations period for their PAGA claim
21 (hereinafter referred to as the “Aggrieved Employees”).

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

27 5. Despite these requirements, throughout the statutory period, Defendants have, at
28 times:

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Marhawit Melles is a resident of Oakland, California who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately October 2016 to approximately January 2023.

9. Plaintiff John Rodrigues is a resident of California who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately July 2024 to approximately January 2026.

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

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Horizon Services, Incorporated is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California; and,
- (b) The former employer of Plaintiffs, and the current and/or former employer of the putative Class because Defendant Horizon Services, Incorporated suffered and permitted Plaintiffs and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs and the Class, thereby creating a common law employment relationship.

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1 12. Plaintiffs do not know the true names or capacities of the persons or entities sued
2 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
3 of the Doe Defendants was in some manner legally responsible for the damages suffered by
4 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
5 names and capacities of these Defendants when they have been ascertained, together with
6 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, and/or
9 injured a significant number of the Plaintiffs and the Class in the State of California.

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

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

24 15. Plaintiff Marhawit Melles worked for Defendants in Alameda County, California as
25 an hourly-paid, non-exempt employee from approximately October 2016 to approximately January
26 2023. Plaintiff John Rodrigues is a resident of California who worked for Defendants in California
27 as an hourly-paid, non-exempt employee from approximately July 2024 to approximately January
28 2026. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage

1 and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work
2 at least five days in a workweek and at least eight hours per day, but Plaintiffs also worked more
3 than eight hours in a workday and more than forty (40) hours in a workweek.

4 16. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
5 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
6 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
7 to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
8 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and
9 failed to produce requested employment records. As discussed below, Plaintiffs' experience
10 working for Defendants was typical and illustrative.

11 17. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
12 the Class, or some of them, for all hours worked, including minimum, straight time, and overtime
13 wages. Defendants would, at times, manufacture time keeping records to falsely show that
14 Plaintiffs and the Class took meal periods when in fact they worked "off-the-clock,"
15 uncompensated. The effect is that Plaintiffs and the Class, or some of them, worked through meal
16 periods "off-the-clock," and continued to work after they had clocked out for the workday.
17 Defendants paid Plaintiffs and the Class, or some of them, less than all their work time. Much of
18 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
19 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Class, or some
20 of them, worked.

21 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
22 and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiffs
23 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
24 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
25 compensating Plaintiffs and the Class, or some of them, for all missed meal periods that were not
26 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
27 to assert control over Plaintiffs and the Class, or some of them, by requiring, pressuring, or
28 encouraging them to perform work tasks which could not be completed without working in lieu of

1 taking mandatory meal periods, or by denying Plaintiffs and the Class, or some of them, permission
2 to take a meal period. Defendants also failed, at times, to permit Plaintiffs to take a second meal
3 period when Plaintiffs worked at least ten hours of work in a workday. As described above,
4 Defendants would manufacture time keeping records to falsely show that Plaintiffs and the Class,
5 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
6 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal
7 periods to Plaintiffs and the Class, or some of them, in compliance with California law.

8 19. Throughout the statutory period, Defendants have, at times, wrongfully failed to
9 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest
10 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four
11 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
12 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
13 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not
14 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
15 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
16 could not be completed without working in lieu of taking mandatory rest periods, or by denying
17 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
18 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in
19 compliance with California law.

20 20. Throughout the statutory period, Defendants, at times, willfully failed and refused
21 to timely pay Plaintiffs and the Class, or some of them, all final wages due at their termination of
22 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
23 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
24 period premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs'
25 employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages
26 when Plaintiffs' employment terminated was not a single, isolated incident, but was instead
27 consistent with Defendants' practices that applied, at times, to Plaintiffs and the Class.

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1 21. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs
2 and the Class, or some of them, with accurate, itemized wage statements showing all applicable
3 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
4 for meal periods that were not provided in accordance with California law, and correct wages for
5 rest periods that were not authorized and permitted to take in accordance with California law). As
6 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class, or some
7 of them, suffered injury because, among other things:

- 8 (a) the violations led them to believe that they were not entitled to be paid
9 minimum, straight time, overtime, meal period premium, and rest period
10 premium wages, even though they were entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,
12 straight time, overtime, meal period premium, and rest period premium
13 wages, even though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid minimum,
15 straight time, overtime, meal period premium, and rest period premium
16 wages at the correct California rate even though they were entitled;
- 17 (d) the violations led them to believe they had been paid minimum, straight time,
18 overtime, meal period premium, and rest period premium wages at the
19 correct California rate even though they had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum,
21 straight time, overtime, meal period premium, and rest period premium
22 wages owed to them;
- 23 (f) in connection with their employment before and during this action, and in
24 connection with prosecuting this action, the violations caused them to have
25 to perform mathematical computations to determine the amounts of wages
26 owed to them, computations they would not have to make if the wage
27 statements contained the required accurate information;

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1 (g) by understating the wages truly due to them, the violations caused them to
2 lose entitlement and/or accrual of the full amount of Social Security,
3 disability, unemployment, and other governmental benefits;

4 (h) the wage statements inaccurately understated the wages, hours, and wage
5 rates to which Plaintiffs and the Class, or some of them, were entitled, and
6 Plaintiffs and the Class, or some of them, were paid less than the wages and
7 wage rates to which they were entitled.

8 Thus, Plaintiffs and the Class, or some of them, are owed the amounts provided for in California
9 Labor Code § 226(e).

10 22. Throughout the statutory period, Defendants have wrongfully required Plaintiffs
11 and the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties
12 for Defendants. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary
13 employment-related expenses.

14 23. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct
15 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs
16 and the Class, or some of them, for these employment-related expenses.

17 24. Plaintiffs sent written requests through their counsel to Defendants for their
18 personnel file, pay records, wage statements, timekeeping records, and other employment-related
19 documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely
20 produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

21 **CLASS ACTION ALLEGATIONS**

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

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

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1 27. The proposed Class consists of and is defined as:

2 All persons who worked for any Defendant in California as an hourly-paid or
3 non-exempt employee at any time during the period beginning four years and 178
4 days before the filing of the initial complaint in this action and ending when
 notice to the Class is sent.¹

5 28. At all material times, Plaintiffs were members of the Class.

6 29. Plaintiffs undertake this concerted activity to improve the wages and working
7 conditions of all Class Members.

8 30. There is a well-defined community of interest in the litigation and the Class is
9 readily ascertainable:

10 (a) Numerosity: The members of the Class (and each subclass, if any) are so
11 numerous that joinder of all members would be unfeasible and impractical.
12 The membership of the entire Class is unknown to Plaintiffs at this time;
13 however, the Class is estimated to be greater than forty (40) individuals and
14 the identity of such membership is readily ascertainable by inspection of
15 Defendants' records.

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

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

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180
 days are tolled from April 6, 2020 to October 1, 2020."

1 continue to incur costs and attorneys' fees that have been, are, and will be
2 necessarily expended for the prosecution of this action for the substantial
3 benefit of each class member.

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

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

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

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

- 26 (a) Failed to pay Class Members for all hours worked, including minimum,
27 straight time, and overtime wages;

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- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of its illegal conduct as described above.

32. 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) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1 1) Inconsistent or varying adjudications with respect to individual
2 members of the Class which would establish incompatible standards
3 of conduct for Defendants; and/or,

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

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

13 33. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
14 the Class that would set forth the subject and nature of the instant action. The Defendants' own
15 business records may be utilized for assistance in the preparation and issuance of the contemplated
16 notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of
17 additional techniques and forms commonly used in class actions, such as published notice, e-mail
18 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
19 Class and deemed necessary and/or appropriate by the Court.

20 **FIRST CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
22 **Hours Worked)**

23 34. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
24 through 33 in this Complaint.

25 35. "Hours worked" is the time during which an employee is subject to the control of
26 an employer and includes all the time the employee is suffered or permitted to work, whether or
27 not required to do so.

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1 36. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
2 pay to Plaintiffs and the Class, or some of them, compensation for all hours they worked. By
3 Defendants' failure to pay compensation for each hour worked as alleged above, Defendants
4 willfully violated the provisions of California Labor Code § 1194, and any additional applicable
5 Wage Orders, which require such compensation to non-exempt employees.

6 37. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
7 time wages for all non-overtime hours worked for Defendants.

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

10 39. By virtue of the Defendants' unlawful failure to pay additional compensation to
11 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
12 suffered, and will continue to suffer, damages in amounts which are presently unknown to
13 Plaintiffs and the Class and which will be ascertained according to proof at trial.

14 40. 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 wages
16 compensation due Plaintiffs and the Class.

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

19 42. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. Throughout the statute of limitations period applicable to
21 this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required
22 by law, including minimum and straight time wages. However, Defendants failed and refused to
23 pay Plaintiffs and the Class, or some of them, all such wages due and failed to pay those wages
24 twice a month.

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

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(Against All Defendants for Failure to Pay Overtime Wages)

51. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well

1 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
2 California Labor Code and/or other statutes.

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

8 **THIRD CAUSE OF ACTION**

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

10 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
11 through 33 in this Complaint.

12 54. Under California law, Defendants have an affirmative obligation to relieve the
13 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the
14 end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal
15 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §
16 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
17 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
18 California Labor Code § 226.7 for an employer to require any employee to work during any meal
19 period mandated under any Wage Order.

20 55. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs
21 and the Class, or some of them, with both meal periods as required by California law. By their
22 failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods
23 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
24 these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor
25 Code § 226.7 and the applicable Wage Orders.

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

1 **FOURTH CAUSE OF ACTION**

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

3 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 33 in this Complaint.

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

13 59. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs
14 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more
15 than four hours in a workday. By Defendants' failure to permit and authorize Plaintiffs and the
16 Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible
17 or impracticable to take these uninterrupted rest periods), Defendants willfully violated the
18 provisions of California Labor Code § 226.7 and the applicable Wage Orders.

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

22 **FIFTH CAUSE OF ACTION**

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

25 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
26 1 through 33 in this Complaint.

27 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
28 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due

1 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
2 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
3 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
4 which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

19 66. The Class is entitled to recover from Defendants their additionally accruing wages
20 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
21 pursuant to California Labor Code § 203.

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

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1 **SIXTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide and Maintain Accurate and**
3 **Compliant Wage Records)**

4 68. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 33 in this Complaint.

6 69. At all material times set forth herein, California Labor Code § 226(a) provides that
7 every employer shall furnish each of his or her employees an accurate itemized wage statement in
8 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
9 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
10 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
11 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
12 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
13 and the last four digits of his or her social security number or an employee identification number
14 other than a social security number, (8) the name and address of the legal entity that is the
15 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate by the employee.

17 70. Defendants have, at times, intentionally and willfully failed to provide employees
18 with complete and accurate wage statements. The deficiencies include, among other things, the
19 failure to correctly identify the gross wages earned by Plaintiffs and the Class, or some of them,
20 the failure to list the true “total hours worked by the employee,” and the failure to list the true net
21 wages earned.

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

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

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

74. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

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

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

76. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 33 in this Complaint.

77. As set forth above, Plaintiffs and the Class, or some of them, were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

78. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

80. Plaintiffs and the Class are entitled to reasonable attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

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1 **EIGHTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Produce Requested Employment Records)**

3 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
4 through 33 in this Complaint.

5 82. Pursuant to California Labor Code § 226, current and former employees have the
6 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
7 request to their employer. Under this statute, an employer that receives a request to inspect or
8 receive a copy of records pertaining to a current or former employee must comply with the request
9 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

10 83. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
11 or his or her representative, has the right to inspect and receive a copy of the personnel records that
12 the employer maintains relating to the employee's performance or to any grievance concerning the
13 employee. Under this statute, upon written request from a current or former employee or his or her
14 representative, an employer must make the contents of those personnel records available for
15 inspection or provide a copy of the personnel records to the current or former employee, or his or
16 her representative, not later than thirty (30) calendar days from the date the employer receives the
17 written request, subject to some limited exceptions. Failure to comply with these requests allows
18 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
19 226(f).

20 84. As set forth above, Plaintiffs and the Class are current and former employees of
21 Defendants.

22 85. Plaintiffs sent a written request through Plaintiffs' counsel to Defendants for their
23 payroll records, timecards, and personnel records.

24 86. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
25 produce the required records requested by Plaintiffs.

26 87. On information and belief, Defendants' failure to provide Plaintiffs with their
27 requested employment records is not an isolated incident but was instead consistent with
28 Defendants' practice that applied to Plaintiffs and the Class, or some of them.

88. Pursuant to California Labor Code § 1198.5, Plaintiffs and the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

89. Pursuant to California Labor Code § 226, Plaintiffs and the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

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

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 33 in this Complaint.

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

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

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

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

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1 **Failure to Pay Minimum and Straight Time Wages**

2 95. Defendants' failure to pay minimum and straight time wages, and other benefits in
3 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
4 California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Overtime Wages**

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

9 **Failure to Provide Meal Periods**

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

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

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

17 **Failure to Indemnify Business Expenses**

18 99. Defendants' failure to reimburse expenses incurred in accordance with California
19 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
20 California Business & Professions Code §§ 17200, *et seq.*

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

25 101. Plaintiffs and the Class Members suffered monetary injury as a direct result of
26 Defendants' wrongful conduct.

27 102. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
28 to, and do, seek such relief as may be necessary to disgorge money and/or property which the

1 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
2 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
3 the Class are not obligated to establish individual knowledge of the wrongful practices of
4 Defendants in order to recover restitution.

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

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

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

20 106. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and
21 putative Class Members are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years and 178 days prior to the filing of this
23 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
24 Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil
25 Procedure § 1021.5 and other applicable laws; and an award of costs.

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1 **TENTH CAUSE OF ACTION**

2 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2699, et seq.)**

4 107. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 33 in this Complaint.

6 108. 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.

8 109. 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 law,
10 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
13 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
14 former employees pursuant to the procedures specified in Section 2699.3.”

15 110. Plaintiffs gave written notice by online filing pursuant to California Labor Code §
16 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
17 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
18 current and former aggrieved employees, including the facts and theories to support the violations.
19 Plaintiffs also paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1004504-24
20 (*Marhawit Melles, et al. v. Horizon Services, Incorporated*). The Labor and Workforce
21 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
22 violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties
23 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
24 this Complaint. These penalties include, but are not limited to, penalties under California Labor
25 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

26 111. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
27 of civil penalties on behalf of Plaintiffs, the State of California, and similarly situated Aggrieved
28 Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be

1 shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

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

6 **PRAYER FOR RELIEF**

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

9 **Class Certification**

- 10 1. That this action be certified as a class action with respect to the First, Second, Third,
11 Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action;
12 2. That Plaintiffs be appointed as the representative of the Class; and,
13 3. That counsel for Plaintiffs be appointed as Class Counsel.

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

- 15 4. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum
17 and straight time wages due;
18 5. For unpaid wages as may be appropriate;
19 6. For pre-judgment interest on any unpaid compensation commencing from the date
20 such amounts were due;
21 7. For liquidated damages;
22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and,
24 9. For such other and further relief as the Court may deem equitable and appropriate.

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

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

- 1 11. For unpaid wages at overtime wage rates as may be appropriate;
- 2 12. For pre-judgment interest on any unpaid overtime compensation commencing from
- 3 the date such amounts were due;
- 4 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 5 California Labor Code § 1194(a); and,
- 6 14. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Third Cause of Action

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

16 As to the Fourth Cause of Action

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

25 As to the Fifth Cause of Action

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

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

27. For pre-judgment interest on any unpaid wages 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 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;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

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

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

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

42. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

43. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

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

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

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

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

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

As to the Tenth Cause of Action

52. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for expenditures, and failing to produce requested employment records;

53. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

- As to all Causes of Action

- THIRD AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT