

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
 Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
 Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
 Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989
 Attorneys for Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, and Sarah Sandoval
[Additional Counsel on the following page.]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WILLIAM MORENO, LIZBETH GONZALEZ
 VELAZQUEZ, SARAH SANDOVAL,
 MUSTAFA ALKARKHI, JACOB TERRY, and
 RALPH HERNANDEZ, individually, and on
 behalf of all others similarly situated,

Plaintiffs,

v.

ABC PHONES OF NORTH CAROLINA, INC.
 DBA VICTRA, a North Carolina corporation;
 and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31717
 Related Case No.: 24STCV09415
 Related Case No.: 24STCV12066

FIRST AMENDED CLASS AND PAGA 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 **BOKHOUR LAW GROUP, P.C.**

2 Mehrdad Bokhour, Esq., CA Bar No. 285256
3 mehrdad@bokhourlaw.com
4 1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067
6 Tel: (310) 975-1493; Fax: (310) 675-0861

7 **FALAKASSA LAW, P.C.**

8 Joshua S. Falakassa, CA Bar No. 295045
9 josh@falakassalaw.com
10 1901 Avenue of the Stars, Suite 520
11 Los Angeles, California 90067
12 Tel: (818) 456-6168; Fax: (888) 505-0868

13 Attorneys for Plaintiff MUSTAFA ALKARKHI

14 Joseph Lavi, Esq. (SBN 209776)
15 Vincent C. Granberry, Esq. (SBN 276483)
16 Jovahn Wiggins, Esq. (SBN 349903)

17 **LAVI & EBRAHIMIAN, LLP**

18 8889 W. Olympic Boulevard, Suite 200
19 Beverly Hills, California 90211
20 Telephone: (310) 432-0000
21 Facsimile: (310) 432-0001
22 Email: jlavi@lelawfirm.com
23 vgranberry@lelawfirm.com
24 jwiggins@lelawfirm.com

25 Attorneys for Plaintiff RALPH HERNANDEZ

26 **MESSRELIAN LAW INC.**

27 Harout Messrelian, Esq. (272020)
28 101 N. Brand Blvd., Suite 1450
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff JACOB TERRY

1 Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Sarah Sandoval, Mustafa
2 Alkarkhi, Jacob Terry, and Ralph Hernandez (“Plaintiffs”), on information and belief, allege as
3 follows:

4 INTRODUCTION & PRELIMINARY STATEMENT

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

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

18 3. Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob
19 Terry, and Ralph Hernandez bring the Tenth Cause of Action as a representative action under the
20 Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover
21 civil penalties that are owed to Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa
22 Alkarkhi, Jacob Terry, and Ralph Hernandez, the State of California, and past and present non-
23 exempt employees employed by Defendants in the State of California during the statute of
24 limitations period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

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

1 (“IWC”), and the California Business & Professions Code.

2 5. Despite these requirements, throughout the statutory period, Defendants have, at
3 times:

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

27 ///

28 ///

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

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 William Moreno is a resident of El Monte, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately February 2023 to approximately May 2023.

9. Plaintiff Lizbeth Gonzalez Velazquez is a resident of Dinuba, California who worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from approximately November 2021 to approximately June 2023.

10. Plaintiff Sarah Sandoval is a resident of Arcadia, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately February 2023 to approximately October 2024.

11. Plaintiff Mustafa Alkarkhi is a resident of California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately March 2022 to approximately December 2023.

12. Plaintiff Jacob Terry is a resident of California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee during the statutory period.

13. Plaintiff Ralph Hernandez is a resident of California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately June 2023 to approximately May 2024.

14. 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.*

1 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

2 **B. Defendants**

3 15. Plaintiffs are informed and believe, and based upon that information and belief
4 allege, that Defendant ABC Phones of North Carolina, Inc. dba Victra is, and at all times herein
5 mentioned, was:

6 (a) A business entity conducting business in numerous counties throughout the
7 State of California, including Los Angeles County; and,

8 (b) The former employer of Plaintiffs, and the current and/or former employer
9 of the putative Class because Defendant suffered and permitted Plaintiffs and
10 the Class to work; and/or exercised control over their wages, hours, or
11 working conditions; and/or engaged Plaintiffs and the Class, thereby creating
12 a common law employment relationship.

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

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

22 18. Plaintiffs are informed and believe and thereon allege that at all relevant times each
23 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
24 other employees described in the class definitions below, and exercised control over their wages,
25 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
26 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
27 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
28 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of

1 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
2 of the other Defendants so as to be liable for their conduct with respect to the matters alleged below.
3 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and
4 within the scope of the relationships alleged above, that each Defendant knew or should have known
5 about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all
6 other Defendants.

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

8 19. Plaintiff William Moreno worked for Defendants in Los Angeles County, California as
9 an hourly-paid, non-exempt employee from approximately February 2023 to approximately May
10 2023. Plaintiff Lizbeth Gonzalez Velazquez worked for Defendants in Fresno County, California
11 as an hourly-paid, non-exempt employee from approximately November 2021 to approximately
12 June 2023. Plaintiff Sarah Sandoval worked for Defendants in Los Angeles County, California as
13 an hourly-paid, non-exempt employee from approximately February 2023 to approximately
14 October 2024. Plaintiff Mustafa Alkarkhi worked for Defendants in Riverside County, California
15 as an hourly-paid, non-exempt employee from approximately March 2022 to approximately
16 December 2023. Plaintiff Jacob Terry worked for Defendants in Los Angeles County, California
17 as an hourly-paid, non-exempt employee during the statutory period. Plaintiff Ralph Hernandez
18 worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee
19 from approximately June 2023 to approximately May 2024. During Plaintiffs' employment for
20 Defendants, Defendants paid Plaintiffs an hourly wage and classified them as non-exempt from
21 overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at
22 least eight hours per day, but Plaintiffs also worked more than eight hours in a workday and more
23 than forty (40) hours in a workweek.

24 20. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
25 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
26 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
27 to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
28 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and

1 failed to produce requested employment records. As discussed below, Plaintiffs' experience
2 working for Defendants was typical and illustrative.

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

12 22. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
13 and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiffs
14 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
15 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
16 compensating Plaintiffs and the Class, or some of them, for all missed meal periods that were not
17 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
18 to assert control over Plaintiffs and the Class, or some of them, by requiring, pressuring, or
19 encouraging them to perform work tasks which could not be completed without working in lieu of
20 taking mandatory meal periods, or by denying Plaintiffs and the Class, or some of them, permission
21 to take a meal period. Defendants also failed, at times, to permit Plaintiffs to take a second meal
22 period when Plaintiffs worked at least ten hours of work in a workday. As described above,
23 Defendants would manufacture time keeping records to falsely show that Plaintiffs and the Class,
24 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
25 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal periods
26 to Plaintiffs and the Class, or some of them, in compliance with California law.

27 23. Throughout the statutory period, Defendants have, at times, wrongfully failed to
28 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest

1 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four
2 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
3 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
4 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not
5 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
6 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
7 could not be completed without working in lieu of taking mandatory rest periods, or by denying
8 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
9 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in
10 compliance with California law.

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

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

- 26 (a) the violations led them to believe that they were not entitled to be paid
27 minimum, straight time, overtime, meal period premium, and rest period
28 premium wages, even though they were entitled;

- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class, or some of them, were entitled, and Plaintiffs and the Class, or some of them, were paid less than the wages and wage rates to which they were entitled.

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

26. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties for

1 Defendants. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary
2 employment-related expenses.

3 27. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct
4 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs
5 and the Class, or some of them, for these employment-related expenses.

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

10 **CLASS ACTION ALLEGATIONS**

11 29. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
12 persons similarly situated, and thus, seeks class certification under California Code of Civil
13 Procedure § 382.

14 30. All claims alleged herein arise under California law for which Plaintiffs seek relief
15 authorized by California law.

16 31. The proposed Class consists of and is defined as:

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

20 32. At all material times, Plaintiffs were members of the Class.

21 33. Plaintiffs undertake this concerted activity to improve the wages and working
22 conditions of all Class Members.

23 34. There is a well-defined community of interest in the litigation and the Class is readily
24 ascertainable:

25 (a) Numerosity: The members of the Class (and each subclass, if any) are so

26
27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule
28 9(a) (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 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the entire Class is unknown to Plaintiffs at this time;
3 however, the Class is estimated to be greater than forty (40) individuals and
4 the identity of such membership is readily ascertainable by inspection of
5 Defendants' records.

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

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

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

- 22 1) The interests of the members of the Class in individually controlling
23 the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of the
27 claims in the particular forum; and,

28 ///

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

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

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

- 15 (a) Failed to pay Class Members for all hours worked, including minimum,
16 straight time, and overtime wages;
17 (b) Failed to provide meal periods and pay meal period premium wages to Class
18 Members;
19 (c) Failed to authorize and permit rest periods and pay rest period premium
20 wages to Class Members;
21 (d) Failed to provide Class Members with timely final wages;
22 (e) Failed to provide Class Members with accurate wage statements;
23 (f) Failed to indemnify Class Members for expenditures;
24 (g) Failed to produce requested employment records; and
25 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result
26 of its illegal conduct as described above.

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

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

37. 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 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 and Straight Time Wages for All Hours Worked)

38. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

39. “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.

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

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

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

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

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

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

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

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

48. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

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

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

51. At all times relevant hereto, Plaintiffs and the Class, or some of them, have at times worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as

employees of Defendants.

52. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class, or some of them, overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

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

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

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

56. 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 and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

57. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

58. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal

1 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §
2 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
3 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California
4 Labor Code § 226.7 for an employer to require any employee to work during any meal period
5 mandated under any Wage Order.

6 59. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs
7 and the Class, or some of them, with both meal periods as required by California law. By their
8 failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods as
9 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
10 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code
11 § 226.7 and the applicable Wage Orders.

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

15 **FOURTH CAUSE OF ACTION**

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

17 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
18 1 through 37 in this Complaint.

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

27 63. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs
28 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more

1 than four hours in a workday. By Defendants' failure to permit and authorize Plaintiffs and the
2 Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or
3 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions
4 of California Labor Code § 226.7 and the applicable Wage Orders.

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

8 **FIFTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 10 **Penalties)**

11 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 37 in this Complaint.

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

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

25 68. Defendants' failure to pay those Class members who are no longer employed by
26 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
27 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
28 202.

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

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

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

SIXTH CAUSE OF ACTION

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

72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

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

74. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the

1 failure to correctly identify the gross wages earned by Plaintiffs and the Class, or some of them, the
2 failure to list the true “total hours worked by the employee,” and the failure to list the true net wages
3 earned.

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

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

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

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

18 79. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
19 attorneys’ fees and costs to ensure compliance with this section, pursuant to California Labor Code
20 § 226(h).

21 SEVENTH CAUSE OF ACTION

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

23 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 37 in this Complaint.

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

28 ///

82. 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.

83. 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.

84. 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).

EIGHTH CAUSE OF ACTION

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

85. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

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

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

///

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

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

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

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

92. 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.

93. 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.)**

94. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 37 in this Complaint.

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

96. 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.

97. 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.*

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

Failure to Pay Minimum and Straight Time Wages

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

Failure to Pay Overtime Wages

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Business Expenses

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

104. By and through Defendants' unfair, unlawful and/or fraudulent business practices

described herein, Defendants have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

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

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

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

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

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

110. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants

1 during a period that commences four years and 178 days prior to the filing of this complaint; a
2 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
3 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
4 other applicable laws; and an award of costs.

5 **TENTH CAUSE OF ACTION**

6 **(By Plaintiff Against All Defendants for Civil Penalties Under the Private Attorneys**

7 **General Act of 2004, Ca. Lab. Code § 2698, et seq.)**

8 111. Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob
9 Terry, and Ralph Hernandez incorporate by reference and re-allege as if fully stated herein
10 paragraphs 1 through 37 in this Complaint.

11 112. At all times herein mentioned, Defendants were subject to the Labor Code of the
12 State of California and the applicable Industrial Welfare Commission Orders California Labor Code
13 § 2699(a) specifically provides for a private right of action to recover penalties for violations of the
14 Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation
17 of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved
18 employee on behalf of himself or herself and other current or former employees pursuant to the
19 procedures specified in Section 2699.3."

20 113. Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob
21 Terry, and Ralph Hernandez gave written notice by online filing pursuant to California Labor Code
22 § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
23 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs William
24 Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob Terry, and Ralph Hernandez and
25 current and former aggrieved employees, including the facts and theories to support the violations.
26 Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob Terry, and
27 Ralph Hernandez also paid the filing fee. Plaintiffs William Moreno and Lizbeth Gonzalez's PAGA
28 case number is LWDA-CM-1010121-24 (*William Moreno and Lizbeth Gonzalez v. ABC Phones of*

1 *North Carolina, Inc. dba Victra, et al.*). Plaintiff Mustafa Alkarkhi's PAGA case number is LWDA-
2 CM-1012047-24 (*Mustafa Alkarkhi v. ABC Phones of North Carolina, Inc.*). Plaintiff Jacob Terry's
3 PAGA case number is LWDA-CM-1011427-24 (*Jacob Terry v. ABC Phones of North Carolina,*
4 *Inc.*). Plaintiff Ralph Hernandez's PAGA case number is LWDA-CM-1032323-24 (*Ralph*
5 *Hernandez v. ABC Phones of North Carolina*). The Labor and Workforce Development Agency
6 has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the
7 notice. Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob Terry,
8 and Ralph Hernandez hereby commence a civil action to recover penalties under Labor Code §
9 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
10 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
11 1174.5, 1197.1, and 2699.

12 114. Based on the conduct described in this Complaint, Plaintiffs William Moreno,
13 Lizbeth Gonzalez Velazquez, Mustafa Alkarkhi, Jacob Terry, and Ralph Hernandez are entitled to
14 an award of civil penalties on behalf of Plaintiffs, the State of California, and similarly situated
15 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an
16 amount to be shown according to proof at trial. These penalties are in addition to all other remedies
17 permitted by law.

18 115. In addition, Plaintiffs William Moreno, Lizbeth Gonzalez Velazquez, Mustafa
19 Alkarkhi, Jacob Terry, and Ralph Hernandez seek an award of reasonable attorneys' fees and costs
20 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any
21 action shall be entitled to an award of reasonable attorney's fees and costs."

22 **PRAYER FOR RELIEF**

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

25 **Class Certification**

- 26 1. That this action be certified as a class action with respect to the First, Second, Third,
27 Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action;
28 2. That Plaintiffs be appointed as the representative of the Class; and,

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

2 As to the First Cause of Action

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

6 5. For unpaid wages as may be appropriate;

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

9 7. For liquidated damages;

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

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

13 As to the Second Cause of Action

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

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

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

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

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

23 As to the Third Cause of Action

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

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

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

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

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

4 As to the Fourth Cause of Action

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

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

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

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

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

13 As to the Fifth Cause of Action

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

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

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

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

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

23 As to the Sixth Cause of Action

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

27 31. For all actual damages, according to proof;

28 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;

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

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

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

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

9 As to the Tenth Cause of Action.

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

16 53. An award of civil penalties on behalf of Plaintiffs William Moreno, Lizbeth
17 Gonzalez Velazquez, Mustafa Alkarkhi, Jacob Terry, and Ralph Hernandez, individually, and on
18 behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

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

20 55. Attorneys' fees and costs reasonably incurred; and

21 56. Injunctive and declaratory relief to the extent allowed by PAGA.

22 As to all Causes of Action

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

24 ///

25 ///

26 ///

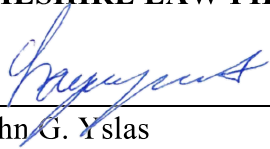
27 ///

28 ///

Respectfully submitted,

Dated: November 18, 2025

WILSHIRE LAW FIRM

By: 

John G. Yslas

Diego Aviles

Harry Erganyan

Mariam Nazaretyan

Attorneys for Plaintiffs William Moreno, Lizbeth Gonzalez, and Sarah Sandoval

Dated: November 18, 2025

BOKHOUR LAW GROUP, P.C.

By: /s/ Mehrdad Bokhour

Mehrdad Bokhour

Attorneys for Plaintiff Mustafa Alkarkhi

Dated: November 21, 2025

FALAKASSA LAW, P.C.

By: /s/ Joshua Falakassa

Joshua Falakassa

Attorneys for Plaintiff Mustafa Alkarkhi

Dated: November 19, 2025

LAVI & EBRAHIMIAN, LLP

By: /s/ Eve Howe

Joseph Lavi

Vincent C. Granberry

Jovahn Wiggins

Eve Howe

Attorneys for Plaintiff Ralph Hernandez

1 Dated: November 18, 2025

MESSRELIAN LAW INC.

2
3 By: /s/ Harout Messrelian

4 Harout Messrelian

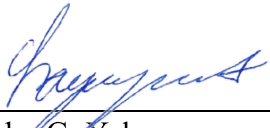
5 Attorneys for Plaintiff Jacob Terry

6
7 **DEMAND FOR JURY TRIAL**

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

9
10 Dated: November 18, 2025

WILSHIRE LAW FIRM

11
12 By: 

13 John G. Yslas

14 Diego Aviles

15 Harry Erganyan

16 Mariam Nazaretyan

17 Attorneys for Plaintiffs William Moreno, Lizbeth
18 Gonzalez, and Sarah Sandoval

19
20 Dated: November 18, 2025

BOKHOUR LAW GROUP, P.C.

21
22 By: /s/ Mehrdad Bokhour

23 Mehrdad Bokhour

24 Attorneys for Plaintiff Mustafa Alkarkhi

25
26 Dated: November 21, 2025

FALAKASSA LAW, P.C.

27
28 By: /s/ Joshua Falakassa

Joshua Falakassa

Attorneys for Plaintiff Mustafa Alkarkhi

1 Dated: November 19, 2025

2 **LAVI & EBRAHIMIAN, LLP**

3
4 By: /s/ Eve Howe
5 Joseph Lavi
6 Vincent C. Granberry
7 Jovahn Wiggins
8 Eve Howe
9 Attorneys for Plaintiff Ralph Hernandez

10 Dated: November 18, 2025

11 **MESSRELIAN LAW INC.**

12 By: /s/ Harout Messrelian
13 Harout Messrelian
14
15 Attorneys for Plaintiff Jacob Terry
16
17
18
19
20
21
22
23
24
25
26
27
28