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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ISAY ARCE and SAMUEL CHAVEZ,
individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

G-GLOBAL LOGISTICS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 37-2024-00005400-CU-OE-CTL
Case No.: 37-2024-00013924-CU-OE-CTL

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

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

DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/04/2024 at 10:20:00 AM
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1 Plaintiffs Isay Arce and Samuel Chavez (“Plaintiffs”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs brings this action against Defendants G-Global Logistics, Inc. and Does 1
6 through 10 (collectively referred to as “Defendants”) for California Labor Code and Business and
7 Professions Code violations stemming from Defendants’ failure to pay minimum wages; failure to
8 pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest
9 breaks; failure to maintain accurate records of hours worked and meal periods; failure to indemnify
10 necessary business expenses; failure to timely pay all wages at termination; and failure to provide
11 accurate itemized wage statements.

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

18 3. Plaintiffs bring the Ninth Cause of Action individually and as a representative action
19 under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed
20 to Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period (collectively
22 referred to as the “Aggrieved Employees”).

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

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

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

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

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

THE PARTIES

A. Plaintiffs

8. Plaintiffs are California residents who worked for Defendants in the County of San Diego, State of California. Plaintiff Isay Arce worked for Defendants as a Forklift Operator from approximately October 2021 to April 2023; and Plaintiff Samuel Chavez worked for Defendants as a Warehouse Supervisor from approximately June 2022 to December 2023.

9. 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

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant G-Global Logistics, Inc. is:

- (a) A California corporation with its principal places of business in the County of San Diego, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in the County of San Diego County;
- (c) The former employer of Plaintiffs; and
- (d) The current and/or former employer of the Class and Aggrieved Employees, which permitted Plaintiffs, the Class, and the Aggrieved Employees to work and/or controlled their wages, hours, or working conditions.

11. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was:

- 1 (a) In some manner legally responsible for the damages suffered by Plaintiffs, the
2 Class, and the Aggrieved Employees as alleged herein. (Plaintiffs will amend
3 this complaint to set forth the true names and capacities of these Defendants
4 when they have been ascertained, together with appropriate charging
5 allegations, as may be necessary); and
6 (b) A resident of, doing business in, availed itself of the jurisdiction of, and/or
7 injured a significant number of the Class and the Aggrieved Employees in the
8 State of California.

9 12. Plaintiffs are informed and believe, and based upon that information and belief allege,
10 that at all relevant times herein, each Defendant, directly or indirectly, or through agents or other
11 persons, employed Plaintiffs and the other employees described in the class definitions below, and
12 exercised control over their wages, hours, and working conditions.

13 13. Plaintiffs are informed and believe, and based upon that information and belief allege,
14 that, at all relevant times herein, each Defendant was the principal, agent, partner, joint venturer,
15 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
16 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or
17 all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or
18 all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
19 below.

20 14. Plaintiffs are informed and believe, and based upon that information and belief allege,
21 that each Defendant acted pursuant to and within the scope of the relationships alleged above, that
22 each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
23 controlled, aided and abetted the conduct of all other Defendants.

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

25 15. Plaintiffs are California residents who worked for Defendants in the County of San
26 Diego, State of California during the statutory period. Plaintiffs were typically scheduled to work at
27 least five days each workweek and in excess of eight hours each workday during the statutory period.
28

1 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
2 worked, including minimum, regular rate, overtime, and double time wages; failed to provide
3 Plaintiffs with Labor Code-compliant meal periods; failed to authorize and permit Plaintiffs to take
4 Labor Code-compliant rest periods; failed to indemnify Plaintiffs for necessary business expenses;
5 failed to timely pay all wages to Plaintiffs during their employment with Defendants; failed to timely
6 pay all final wages to Plaintiffs when Defendants terminated their employment; and failed to furnish
7 accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for
8 Defendants was typical and illustrative.

9 17. Throughout the statutory period, Defendants maintained a policy and practice of not
10 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
11 minimum, regular rate, overtime, and double time wages. Plaintiffs, the Class, and the Aggrieved
12 Employees were required to work "off the clock" and uncompensated. For example, Plaintiffs, the
13 Class, and the Aggrieved Employees were required wait in line in order to clock into work,
14 particularly when the timeclocks were faulty, leading to off the clock work, uncompensated. Also,
15 approximately once per month, Plaintiffs, the Class, and the Aggrieved Employees were required to
16 arrive early to work for morning gatherings, whereby there was an introduction to new employees,
17 discussions regarding new projects, or other type of announcement, all prior to clocking into work
18 and off the clock. Further, Defendants would often speak to or text/call Plaintiffs, the Class, and the
19 Aggrieved Employees about work-related matters before they had clocked in for the start of their
20 shifts or after they had clocked out at the end of their shifts. Plaintiffs would often be contacted on
21 their personal and/or company phones by employees and clients starting as early as 6:00 a.m. and
22 would continue to receive calls until 9:00 p.m./10:00 p.m., as well as on Saturdays and Sundays.
23 Defendants' employees/management would call Plaintiffs about any issues at the warehouse,
24 including but not limited to errors in operations, accidents, problems with the warehouse
25 alarm/refrigerator, assistance with the handling of the warehouse curtains, to ask for his keys to open
26 the other warehouse, among others. At times, Plaintiffs would even have to go physically go back to
27 the warehouse to tend to work matters after they had already clocked out for the day and on
28 weekends to open the door for employees. Throughout the statutory period, Plaintiffs, the Class, and

1 the Aggrieved Employees would not be paid all overtime compensation owed, but instead were told
2 that some of the overtime hours would turn into PTO time and would be paid in the event Plaintiffs,
3 the Class, and the Aggrieved Employees missed work. This amounted to a failure to pay all wages
4 owed, including overtime compensation. Throughout the statutory period, Plaintiffs, the Class, and
5 the Aggrieved Employees received additional remuneration aside from their straight-time pay.
6 However, Defendants failed to incorporate all remuneration when calculating the correct overtime
7 rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to
8 Plaintiffs, the Class, and the Aggrieved Employees. Throughout the statutory period, Defendants
9 maintained a policy and practice of “time shaving” and rounding down work hours to the detriment
10 of Plaintiffs, the Class, and the Aggrieved Employees.

11 18. Throughout the statutory period, Defendants have wrongfully failed to provide
12 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
13 sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in
14 excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
15 duty-free meal period for every five hours of work, or without compensating Plaintiffs, the Class, and
16 the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
17 work or tenth hour of work. For example, Defendants instructed Plaintiffs to clock out for their meal
18 periods on time. As such, Plaintiffs would clock out at 12:00 p.m. continue working, and clock back
19 in after thirty (30) minutes. Plaintiffs would often not be able to take his actual meal period until
20 much later in the day, sometimes as late as 2:00 p.m., or not at all. Moreover, even when Plaintiffs,
21 the Class, and the Aggrieved Employees would be clocked out for a meal period or would be on their
22 rest breaks, Defendants, including warehouse manager, Sinuhe Navarrate, would frequently interrupt
23 Plaintiffs and others with questions about work related matters and requests to perform tasks on the
24 spot. Defendants also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees
25 of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10
26 hours, by the end of the tenth hour of work. Accordingly, Defendants’ policy and practice was to not
27 provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with
28 California law.

1 19. Throughout the statutory period, Defendants have wrongfully failed to authorize and
2 permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved Employees
4 to work in excess of four consecutive hours a day without Defendants authorizing and permitting
5 them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
6 major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved
7 Employees for rest periods that were not authorized or permitted. For example, similar to meal
8 periods, due to the workload, taking rest breaks was not possible for Plaintiffs, the Class, and the
9 Aggrieved Employees. In fact, Plaintiffs rarely and/or never took rest breaks during their
10 employment tenure. It was not company policy and not part of the culture for employees such as
11 Plaintiffs to take uninterrupted rest breaks since it was the normal practice and custom of Defendants
12 not to authorize, permit, and enforce statutory rest periods. As such, the culture at G-Global
13 Logistics, Inc. did not lend itself to the employees receiving timely statutory breaks wherein they
14 were relieved of all work duties. Defendants also did not adequately inform Plaintiffs, the Class, and
15 the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
16 adequate policies or practices permitting or authorizing rest periods for Plaintiffs, the Class, and the
17 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing
18 of rest periods. Defendants also did not have adequate policies or practices to verify whether
19 Plaintiffs, the Class, and the Aggrieved Employees were taking their required rest periods. Further,
20 Defendants did not maintain accurate records of employee work periods, and therefore Defendants
21 cannot demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during
22 the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
23 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with
24 California law.

25 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class,
26 and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties
27 for Defendants without reimbursement, such as the use of personal cellular telephones for payroll
28 purposes on the ADP app and communicate with office staff concerning work matters, without

1 reimbursement. Although Defendants provided a company phone to Plaintiff Chavez at one point
2 during his employment, Defendants would consistently contact him on his personal cell phone.
3 Further, during his employment, Plaintiff Chavez drove his own personal vehicle to pick up
4 materials/supplies from Walmart and Home Depot, and transport products from the USA warehouse
5 to the Tijuana warehouse. Defendants did not reimburse Plaintiffs, the Class, and the Aggrieved
6 Employees for these mileage and phone expenses.

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

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

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

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

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

23 **CLASS ACTION ALLEGATIONS**

24 23. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
25 persons similarly situated, and thus, seek class certification under California Code of Civil Procedure
26 § 382.

27 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
28 authorized by California law.

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

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

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

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

8 28. There is a well-defined community of interest in the litigation and the Class is readily
9 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 100 individuals and the
14 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-defined
18 community of interest, and Plaintiffs' claims (or defenses, if any) are typical
19 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-defined
22 community of interest and typicality of claims, as demonstrated herein.
23 Plaintiffs have no conflicts with or interests antagonistic to any Class Member.
24 Plaintiffs' attorneys, the proposed class counsel, are versed in the rules
25 governing class action discovery, certification, and settlement. Plaintiffs have
26 incurred, and throughout the duration of this action, will continue to incur
27 costs and attorneys' fees that have been, are, and will be necessarily expended
28 for the prosecution of this action for the substantial benefit of each class

member.

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

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

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

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

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

1 to Class Members;

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

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

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

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

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

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

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

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

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

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

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

27 1) Inconsistent or varying adjudications with respect to individual

28 members of the Class which would establish incompatible standards of

conduct for Defendants; and/or

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

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

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

FIRST CAUSE OF ACTION

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

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

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

34. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of

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

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

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

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

12 38. By failing to keep adequate time records required by California Labor Code §
13 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
14 compensation due Plaintiffs and the Class.

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

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

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

26 **SECOND CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Pay Overtime Wages)**

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

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

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

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

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

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

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

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

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

6 **THIRD CAUSE OF ACTION**

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

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

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

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

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

27 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

61. 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.

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

SIXTH CAUSE OF ACTION

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

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

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

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

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

67. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a

1 penalty wage from the due date, and at the same rate until paid or until an action is commenced; but
2 the wages shall not continue for more than thirty (30) days.

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

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

9 **SEVENTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide and Maintain Accurate and** 11 **Compliant Wage Records)**

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

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

25 72. Defendants have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the failure to
27 correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true "total
28 hours worked by the employee," and the failure to list the true net wages earned.

1 73. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
2 the Class have suffered injury and damage to their statutorily protected rights.

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

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

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

14 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
15 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code §
16 226(h).

17 **EIGHTH CAUSE OF ACTION**

18 **(Against All Defendants for Violation of**

19 **California Business & Professions Code §§ 17200, et seq.)**

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

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

24 80. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to
26 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure §
27 1021.5.

81. 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.*

82. 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 Wages

83. Defendants' failure to pay minimum 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

84. 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 Maintain Accurate Records of All Hours Worked

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

Failure to Provide Meal Periods

86. 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

87. Defendants' failure to authorize and permit rest periods in accordance with California

1 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
2 activity prohibited by Business and Professions Code §§ 17200, *et seq.*

3 **Failure to Indemnify Necessary Business Expenses**

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

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

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

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

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

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

24 93. Plaintiffs, individually, and on behalf of members of the putative class, are further
25 entitled to and do seek a declaration that the above-described business practices are unfair, unlawful
26 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging
27 in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.
28

1 94. Plaintiffs, individually, and on behalf of members of the putative class, have no plain,
2 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a
3 consequence of the Defendants’ unfair, unlawful and/or fraudulent business practices. As a result of
4 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and
5 on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm
6 unless the Defendants, and each of them, are restrained from continuing to engage in said unfair,
7 unlawful and/or fraudulent business practices.

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

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

17 **NINTH CAUSE OF ACTION**

18 **(Against All Defendants for Civil Penalties Under the**

19 **Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2699, *et seq.*)**

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

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

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

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
2 former employees pursuant to the procedures specified in Section 2699.3.”

3 100. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
4 Code § 2699.3. On January 19, 2024 and February 4, 2024, Plaintiff Samuel Chavez and Plaintiff
5 Isay Arce, respectively and separately, gave written notice by online filing to the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
7 Labor Code that Defendants violated against Plaintiffs and certain current and former aggrieved
8 employees, including the facts and theories to support the violations. Plaintiffs also paid the filing
9 fee. Plaintiff Samuel Chavez’s PAGA case number is LWDA-CM-1006119-24 and Plaintiff Isay
10 Arce’s PAGA case number is LWDA-CM-1009106-24.

11 101. More than sixty-five days have elapsed since Plaintiffs provided notice, but the Labor
12 and Workforce Development Agency has not indicated that it intends to investigate Defendants’
13 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action
14 to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor
15 Code described in this Complaint. These penalties include, but are not limited to, penalties under
16 California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

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

25 103. During the time period of employment for Plaintiffs and the Aggrieved Employees,
26 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
27 maintain accurate records showing meal periods. Defendants’ failure to provide and maintain records
28 required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the

1 ability to know, understand and question the accuracy and frequency of meal periods. Therefore,
2 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all
3 of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff
4 and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
5 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
6 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
7 damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply
8 with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have
9 also suffered an injury in that they were prevented from knowing, understanding, and disputing the
10 wage payments paid to them.

11 104. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
12 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees
13 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
14 according to proof at trial. These penalties are in addition to all other remedies permitted by law. In
15 addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor
16 Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an
17 award of reasonable attorney's fees and costs."

18 **PRAYER FOR RELIEF**

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

21 **Class Certification**

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

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

- 27 4. That the Court declare, adjudge and decree that Defendants violated California Labor
28 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum

1 wages due;

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

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

5 7. For liquidated damages;

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

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

9 As to the Second Cause of Action

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

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

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

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

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

19 As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

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

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

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

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

42. 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.*;

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

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

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

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

By: Maralle Messrelan
Maralle Messrelan, Esq.
Attorneys for Plaintiff, *Samuel Chavez*

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 3, 2024

MOON LAW GROUP, P.C.

By: _____


Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Attorneys for Plaintiff, *Isay Rodriguez*

Dated: June 3, 2024

MM LAW, APC

By: _____


Maralle Messrelian, Esq.

Attorneys for Plaintiff, *Samuel Chavez*

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor
7 Los Angeles, CA 90017. On **June 4, 2024**, I served the foregoing document described as:

8 **CONSOLIDATED SECOND AMENDED CLASS AND REPRESENTATIVE ACTION**
9 **COMPLAINT**

10 X by E-mailing ____ the original X a true copy to the following:

11 Maralle Messrelan (SBN 316974)
12 **MM LAW, APC**
13 500 North Brand Boulevard, Suite 2000
14 Glendale, California 91203
15 Telephone: (818) 810-7747
16 Email: maralle@mmlawapc.com

17 *Attorneys for Plaintiff, Samuel Chavez*

Annie M. Ellis (SBN 273107)
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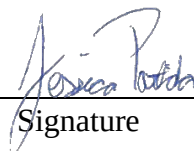
Attorney for Defendant G-Global Logistics
Inc.

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California,
19 by e-mail delivery on the parties listed herein at their most recent known e-mail address
20 or e-mail of record in this action.

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

23 Executed on **June 4, 2024**, at Los Angeles, California.

24 Jessica Partida
25 Name


Signature