

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
 Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
 Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for *Plaintiffs*

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

EDDIE LOPEZ, individually, ANTHONY
 GONZALEZ, individually, on behalf of all
 others similarly situated, the State of California,
 and other aggrieved persons,

Plaintiffs,

v.

BRIO WATER TECHNOLOGY, INC., a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No: 24STCV05176

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. 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

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant BRIO WATER TECHNOLOGY,
6 INC. and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 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, and failure to indemnify employees for expenditures.

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

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

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

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

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. 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, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees.

Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff EDDIE LOPEZ is a California resident who worked for Defendants in Los Angeles County, as an hourly-paid, non-exempt employee from approximately March 2023 to approximately January 2024.

9. Plaintiff ANTHONY GONZALEZ is a California resident who worked for Defendants in Los Angeles County, as an hourly-paid, non-exempt employee from approximately August 2023 to approximately January 2024.

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

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant BRIO WATER TECHNOLOGY, INC. is, and at all times herein mentioned, was:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(b) The former employer of Plaintiffs, the current and/or former employer of the putative Class, and the Aggrieved Employees because Defendant BRIO WATER TECHNOLOGY, INC. suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiffs do not 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 in some manner legally responsible for the damages suffered by

1 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
2 complaint to set forth the true names and capacities of these Defendants when they have been
3 ascertained, together with appropriate charging allegations, as may be necessary.

4 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
5 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
6 and/or injured Plaintiffs and a significant number of the Class Members and the Aggrieved
7 Employees in the State of California.

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

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

22 15. Plaintiffs worked for Defendants in California as hourly-paid, non-exempt
23 employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly
24 wage and classified them as non-exempt from overtime. Defendants typically scheduled
25 Plaintiffs to work at least five days in a workweek and at least 40 hours a workweek.

26 16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
27 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
28 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to

1 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
2 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
3 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

4 17. Throughout the statutory period, Defendants maintained a policy and practice of
5 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
6 minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the
7 Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring
8 Plaintiffs, the Class, and the Aggrieved Employees to perform work before clocking in, after
9 clocking out, and during unpaid meal periods. Some of this unpaid work should have been paid
10 at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
11 accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

12 18. Throughout the statutory period, Defendants wrongfully failed to provide
13 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
14 Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved
15 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
16 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
17 Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not provided by
18 the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert
19 control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or
20 encouraging them to perform work tasks which could not be completed without working in lieu
21 of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved
22 Employees permission to take a meal period. Accordingly, Defendants' policy and practice was
23 not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance
24 with California law.

25 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
27 periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to
28 work in excess of four consecutive hours a day without Defendants authorizing and permitting

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

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

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

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

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1 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code §
2 226(e) and injunctive relief under California Labor Code § 226(h).

3 22. Throughout the statutory period, Defendants have wrongfully required Plaintiffs,
4 the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
5 their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid
6 out-of-pocket for necessary employment-related expenses, including, without limitation, work
7 equipment and use of personal cell phones.

8 23. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses
9 as a direct result of performing their job duties for Defendants, but Defendants failed to
10 indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related
11 expenses.

12 **CLASS ACTION ALLEGATIONS**

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

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

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

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

22 27. At all material times, Plaintiffs were members of the Class.

23 28. Plaintiffs undertook this concerted activity to improve the wages and working
24 conditions of all Class Members.

25 29. There is a well-defined community of interest in the litigation and the Class is
26 readily ascertainable:

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

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended 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;

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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.

30. 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, straight time, 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 to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

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

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

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(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.

32. 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. 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 further 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)

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

34. "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.

35. 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 California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

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

37. 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.

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38. 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.

39. 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 wage compensation due Plaintiffs and the Class.

40. 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.

41. 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, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

42. 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)

43. Plaintiffss incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

44. 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.

45. 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

1 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
2 by the IWC is unlawful.

3 46. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
4 hours in a workday and/or more than forty (40) hours in a workweek, as employees of
5 Defendants.

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

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

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

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

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

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THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

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

53. 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 the start of Plaintiffs' and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

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

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

FOURTH CAUSE OF ACTION

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

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

57. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer

1 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
2 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
3 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
4 itself a violation of California's rest break laws. It is a violation of California Labor Code §
5 226.7 for an employer to require any employee to work during any rest period mandated under
6 any Wage Order.

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

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

16 **FIFTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 18 **Penalties)**

19 60. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
20 paragraphs 1 through 22 in this Complaint.

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

27 62. Within the applicable statute of limitations, the employment of many other
28 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 §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

63. Defendants' failure to pay 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.

64. 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.

65. 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.

66. 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)

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

68. 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

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

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

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

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

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

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

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

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SEVENTH CAUSE OF ACTION

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

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

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

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

78. 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.

79. Plaintiffs and the Class are entitled to reasonable attorney's 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 Violation of California Business & Professions Code §§ 17200, et seq.)

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

81. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

82. 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 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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83. 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.*

84. 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

85. 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

86. 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

87. 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

88. 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.*

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Failure to Indemnify Business Expenses

89. 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.*

90. By and through their unfair, unlawful and/or fraudulent business practices described herein, the 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.

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

92. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and does, 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.

93. Plaintiffs, individually, and on behalf of members of the putative class, is further entitled to, and does, 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.

94. Plaintiffs, individually, and on behalf of members of the putative class, has 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, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

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

10 **NINTH CAUSE OF ACTION**

11 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
12 **2004, Cal. Lab. Code § 2698 *et seq.*)**

13 97. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
14 paragraphs 1 through 22 in this Complaint.

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

17 99. California Labor Code § 2699(a) specifically provides for a private right of action
18 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
19 law, any provision of this code that provides for a civil penalty to be assessed and collected by
20 the Labor and Workforce Development Agency or any of its departments, divisions,
21 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
22 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
23 himself and other current or former employees pursuant to the procedures specified in Section
24 2699.3."

25 100. Plaintiffs have exhausted their administrative remedies pursuant to California
26 Labor Code § 2699.3. They gave written notice by online filing to the LWDA and by certified
27 mail to Defendant of the specific provisions of the Labor Code that Defendant violated against
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1 Plaintiffs and current and former aggrieved employees, including the facts and theories to
2 support the violations. Plaintiffs also paid the filing fee.

3 101. The LWDA has not indicated that it intends to investigate Defendants' Labor
4 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
5 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
6 Code described in this Complaint. These penalties include, but are not limited to, penalties under
7 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

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

16 **PRAYER FOR RELIEF**

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

20 **Class Certification**

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

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

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

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

8 As to the Second Cause of Action

9 10. That the Court declare, adjudge, and decree that Defendants violated California

10 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

11 overtime wages due;

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

18 As to the Third Cause of Action

19 15. That the Court declare, adjudge, and decree that Defendants violated California

20 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

- 21 16. For unpaid meal period premium wages as may be appropriate;
- 22 17. For pre-judgment interest on any unpaid compensation commencing from the date
- 23 such amounts were due;
- 24 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 25 and for costs of suit incurred herein; and,
- 26 19. For such other and further relief as the Court may deem equitable and appropriate.

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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 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

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

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

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

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

As to the Sixth Cause of Action

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

31. For all actual damages, according to proof;

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California 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, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

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

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

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

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period

premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to reimburse expenses, failing to pay all final wages to terminated employees, and failing to furnish accurate wage statements, and failing to produce requested employment records.

48. For all actual, consequential, and incidental losses and damages, according to proof;

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

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

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

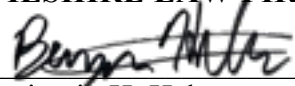
As to all Causes of Action

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

Respectfully submitted,

Dated: April 9, 2026

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

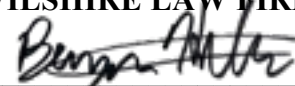
Attorneys for *Plaintiffs*

DEMAND FOR JURY TRIAL

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

Dated: April 9, 2026

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

Attorneys for *Plaintiffs*

