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ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 9/11/2024 9:56 AM  
By: Natalie Avalos, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF MONTEREY**

DIANA MARIE BOTELLO, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

CYPRESS HEALTHCARE PARTNERS, LLC,  
a limited liability company; and DOES 1 through  
10, inclusive,

Defendants.

Case No.: 24CV003656

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

**[Amended As of Right Pursuant to Labor  
Code Section 2699.3(a)(2)(C)]**

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

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Diana Marie Botello (“Plaintiff”), based upon facts that either have evidentiary  
2 support or are likely to have evidentiary support after a reasonable opportunity for further  
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the  
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to  
20 Plaintiff, the State of California, and all other current and former aggrieved employees who worked  
21 for Defendants in California at any time within the applicable statute of limitations period  
22 (hereinafter referred to as the “Aggrieved Employees”).

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

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

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

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

27           7.       At all relevant times, Defendants were and are legally responsible for all of the  
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

1 foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees.  
2 Further, Defendants are responsible for each of the unlawful acts or omissions complained of  
3 herein under the doctrine of “respondeat superior”.

#### 4 **THE PARTIES**

##### 5 **A. Plaintiff**

6 8. Plaintiff is a California resident that worked for Defendants in the County of  
7 Monterey, State of California, as a billing employee during the statutory period.

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

##### 11 **B. Defendants**

12 10. Plaintiff is informed and believes, and based upon that information and belief  
13 alleges, that Defendants are:

- 14 (a) Business entities with their principal places of business in Monterey,  
15 California.
- 16 (b) Business entities conducting business in numerous counties throughout the  
17 State of California, including in Monterey County;
- 18 (c) The former employers of Plaintiff, and the current and/or former employers  
19 of the putative Class. Defendants suffered and permitted Plaintiff, the Class,  
20 and the Aggrieved Employees to work, and/or controlled their wages, hours,  
21 or working conditions; and
- 22 (d) At all times mentioned herein, Defendants are and were the joint employers  
23 of Plaintiff, the Class, and the Aggrieved Employees.

24 11. Plaintiff does not currently know the true names or capacities of the persons or  
25 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious  
26 names. Each of the Doe Defendants was in some manner legally responsible for the damages  
27 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will  
28

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

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

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

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

21 14. Plaintiff is a California resident who worked for Defendants in the County of  
22 Monterey, State of California during the statutory period. During the statutory period, Defendants  
23 classified Plaintiff as a non-exempt employee, and paid Plaintiff an hourly wage.

24 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with  
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest  
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final  
28 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish

1 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for  
2 Defendants was typical and illustrative.

3 16. Throughout the statutory period, Defendants maintained a policy and practice of not  
4 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all  
5 overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work "off the  
6 clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were  
7 required to undergo COVID screening prior to clocking into work, off the clock and  
8 uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees were required to turn on  
9 computers and wait for loading prior to clocking into work, which took time which was off the  
10 clock, and uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees were required  
11 to continue to work after clocking out, such as speaking to insurance providers, uncompensated.  
12 Also, Defendants sometimes changed employee times to reflect less hours worked, leading to off  
13 the clock time, uncompensated. Also, the wage statements were incorrect, including the total hours  
14 worked which included unscheduled PTO, such as the wage statements for Plaintiff on November  
15 18, 2022, October 5, 2021, September 20, 2021, September 3, 2021, and August 20, 2021. The  
16 wage statements also sometimes failed to include the rates of pay such as Plaintiff's wage statement  
17 dated November 30, 2022. Also throughout the statutory period, Plaintiff, the Class, and the  
18 Aggrieved Employees received non-discretionary bonuses, stipends, and other remuneration.  
19 However, Defendants failed to incorporate all remuneration when calculating the correct overtime  
20 rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to  
21 Plaintiff, the Class, and the Aggrieved Employees.

22 17. Throughout the statutory period, Defendants have wrongfully failed to provide  
23 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.  
24 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees  
25 to work in excess of five consecutive hours a day without providing 30-minute, continuous and  
26 uninterrupted, duty-free meal period for every five hours of work, or without compensating  
27 Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the  
28 end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform

1 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of  
2 the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.  
3 Defendants also failed to accurately record meal periods. Accordingly, Defendants' policy and  
4 practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in  
5 compliance with California law.

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

23 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the  
24 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their  
25 duties for Defendants without reimbursement, which included the use of personal cellular  
26 telephones for work purposes.

27 20. Throughout the statutory period, Defendants willfully failed and refused to timely  
28 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all

1 wages for all minimum wages, overtime wages, meal period premium wages, and rest period  
2 premium wages.

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

- 12           (a) the violations led them to believe that they were not entitled to be paid  
13 minimum wages, overtime wages, meal period premium wages, and rest  
14 period premium wages to which they were entitled, even though they were  
15 entitled;
- 16           (b) the violations led them to believe that they had been paid the minimum,  
17 overtime, meal period premium, and rest period premium wages, even  
18 though they had not been;
- 19           (c) the violations led them to believe they were not entitled to be paid minimum,  
20 overtime, meal period premium, and rest period premium wages at the  
21 correct California rate even though they were;
- 22           (d) the violations led them to believe they had been paid minimum, overtime,  
23 meal period premium, and rest period premium wages at the correct  
24 California rate even though they had not been;
- 25           (e) the violations hindered them from determining the amounts of minimum,  
26 overtime, meal period premium, and rest period premium owed to them;
- 27           (f) in connection with their employment before and during this action, and in  
28 connection with prosecuting this action, the violations caused them to have

1 to perform mathematical computations to determine the amounts of wages  
2 owed to them, computations they would not have to make if the wage  
3 statements contained the required accurate information;

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

7 (h) the wage statements inaccurately understated the wages, hours, and wages  
8 rates to which Plaintiff, the Class, and the Aggrieved Employees were  
9 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid  
10 less than the wages and wage rates to which they were entitled.

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

13 **CLASS ACTION ALLEGATIONS**

14 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other  
15 persons similarly situated, and thus, seek class certification under California Code of Civil  
16 Procedure § 382.

17 23. All claims alleged herein arise under California law for which Plaintiff seeks relief  
18 authorized by California law.

19 24. The proposed Class consists of and is defined as:

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

23 25. At all material times, Plaintiff was a member of the Class.

24 26. Plaintiff undertakes this concerted activity to improve the wages and working  
25 conditions of all Class Members.

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

- 1 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
2 numerous that joinder of all members would be unfeasible and impractical.  
3 The membership of the entire Class is unknown to Plaintiff at this time,  
4 however, the Class is estimated to be greater than 100 individuals and the  
5 identity of such membership is readily ascertainable by inspection of  
6 Defendants' records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
8 the interests of each Class Member with whom there is a shared, well-  
9 defined community of interest, and Plaintiff's claims (or defenses, if any)  
10 are typical of all Class Members' claims as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
12 the interests of each Class Member with whom there is a shared, well-  
13 defined community of interest and typicality of claims, as demonstrated  
14 herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
15 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the  
16 rules governing class action discovery, certification, and settlement.  
17 Plaintiff has incurred, and throughout the duration of this action, will  
18 continue to incur costs and attorneys' fees that have been, are, and will be  
19 necessarily expended for the prosecution of this action for the substantial  
20 benefit of each class member.
- 21 (d) Superiority: A Class Action is superior to other available methods for the  
22 fair and efficient adjudication of the controversy, including consideration of:  
23 1) The interests of the members of the Class in individually controlling  
24 the prosecution or defense of separate actions;  
25 2) The extent and nature of any litigation concerning the controversy  
26 already commenced by or against members of the Class;  
27 3) The desirability or undesirability of concentrating the litigation of the  
28 claims in the particular forum; and

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

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

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

- 15                (a)     Failed to pay Class Members for all hours worked, including minimum  
16                wages, and overtime wages;  
17                (b)     Failed to provide meal periods and pay meal period premium wages to Class  
18                Members;  
19                (c)     Failed to authorize and permit rest periods and pay rest period premium  
20                wages to Class Members;  
21                (d)     Failed to promptly pay all wages due to Class Members upon their discharge  
22                or resignation;  
23                (e)     Failed to maintain accurate records of all hours Class Members worked, and  
24                all meal periods Class Members took or missed;  
25                (f)     Failed to reimburse Class Members for all necessary business expenses; and  
26                Violated California Business & Professions Code §§ 17200 *et. seq.*

27                as a result of their illegal conduct as described above.

28                29.     This Court should permit this action to be maintained as a class action pursuant to

1 California Code of Civil Procedure § 382 because:

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

1 the class as a whole.

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

9 **FIRST CAUSE OF ACTION**

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

11 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
12 1 through 21 in this First Amended Complaint.

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

16 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to  
17 Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By  
18 their failure to pay compensation for each hour worked as alleged above, Defendants willfully  
19 violated the provisions of Section 1194 of the California Labor Code, and any additional applicable  
20 Wage Orders, which require such compensation to non-exempt employees.

21 34. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to  
22 recover minimum wages for all non-overtime hours worked for Defendants.

23 35. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved  
24 Employees have been deprived of their rights to be paid wages earned by virtue of their  
25 employment with Defendants.

26 36. By virtue of the Defendants' unlawful failure to pay additional compensation to  
27 Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without  
28 pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer,

1 damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved  
2 Employees, but which exceed the jurisdictional minimum of this Court, and which will be  
3 ascertained according to proof at trial.

4 37. By failing to keep adequate time records required by California Labor Code §  
5 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
6 compensation due Plaintiff, the Class, and the Aggrieved Employees.

7 38. Pursuant to California Labor Code section 1194.2, Plaintiff, the Class, and the  
8 Aggrieved Employees are entitled to recover liquidated damages (double damages) for  
9 Defendants' failure to pay minimum wages.

10 39. California Labor Code section 204 requires employers to provide employees with  
11 all wages due and payable twice a month. Throughout the statute of limitations period applicable  
12 to this cause of action, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid  
13 twice a month at rates required by law, including minimum wages. However, during all such times,  
14 Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved  
15 Employees all such wages due, and failed to pay those wages twice a month.

16 40. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery  
17 of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to  
18 California Labor Code §§ 218.5, 218.6, and 1194(a).

## 19 **SECOND CAUSE OF ACTION**

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

21 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
22 1 through 21 in this First Amended Complaint.

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

26 43. California Labor Code §§ 1194 and 1198 provide that employees in California shall  
27 not be employed more than eight hours in any workday unless they receive additional  
28 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 Industrial Welfare Commission is unlawful.

3 44. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have  
4 worked more than eight hours in a workday, as employees of Defendants.

5 45. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the  
6 Aggrieved Employees overtime compensation for the hours they have worked in excess of the  
7 maximum hours permissible by law as required by California Labor Code § 510 and 1198.  
8 Plaintiff, the Class, and the Aggrieved Employees are regularly required to work overtime hours.

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

14 47. 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 Plaintiff, the Class, and the Aggrieved Employees.

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

21 49. 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 Plaintiff, the Class, and  
25 the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

### 26 **THIRD CAUSE OF ACTION**

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

28 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs

1 through 21 in this First Amended Complaint.

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

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

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

#### **FOURTH CAUSE OF ACTION**

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

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

55. 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,

1 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
2 itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California  
3 Labor Code for an employer to require any employee to work during any rest period mandated  
4 under any Wage Order.

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

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

#### 15 **FIFTH CAUSE OF ACTION**

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

17 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
18 1 through 21 in this First Amended Complaint.

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

23 60. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least  
24 in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

25 61. Plaintiff, the class she represents, and the aggrieved employees she represents are  
26 entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and  
27 interest pursuant to Labor Code section 2802(b).  
28

1 **SIXTH CAUSE OF ACTION**

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

4 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
5 1 through 21 in this First Amended Complaint.

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

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

18 65. Defendants' failure to pay Plaintiff and those Class members who are no longer  
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-  
20 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§  
21 201 and 202.

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

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

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

#### **SEVENTH CAUSE OF ACTION**

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

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

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

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

72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by

1 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both  
2 their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
3 statements under California Labor Code § 226(a).

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

9 75. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from  
10 Defendants their actual damages caused by Defendants' failure to comply with California Labor  
11 Code § 226(a).

12 76. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive  
13 relief, as well as an award of attorney's fees and costs to ensure compliance with this section,  
14 pursuant to California Labor Code § 226(h).

#### 15 **EIGHTH CAUSE OF ACTION**

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

18 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
19 1 through 21 in this First Amended Complaint.

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

22 79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
23 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks  
24 to enforce important rights affecting the public interest within the meaning of Code of Civil  
25 Procedure § 1021.5.

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

81. 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

82. 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

83. 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**

84. 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

85. 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

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

### **Failure to Indemnify Necessary Business Expenses**

87. Defendants' failure to indemnify employees for necessary business expenses in

1 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,  
2 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§  
3 17200, *et seq.*

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

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

8 89. By and through their unfair, unlawful and/or fraudulent business practices  
9 described herein, the Defendants, have obtained valuable property, money and services from  
10 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly  
11 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

12 90. Plaintiff, the Class Members, and the Aggrieved Employees suffered monetary  
13 injury as a direct result of Defendants' wrongful conduct.

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

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

26 93. Plaintiff, individually, and on behalf of members of the putative class, have no  
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members  
28 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, Plaintiff, 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.

94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

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

#### **NINTH CAUSE OF ACTION**

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

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this First Amended Complaint.

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

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

1           99. Plaintiff has exhausted her administrative remedies pursuant to California Labor  
2 Code § 2699.3. On April 28, 2024, she gave written notice by online filing to the Labor and  
3 Workforce Development Agency and by certified mail to Defendants of the specific provisions  
4 of the Labor Code that Defendants have violated against Plaintiff and certain current and former  
5 aggrieved employees, including the facts and theories to support the violations. Plaintiff also  
6 paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1025072-24.

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

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

21           102. During the time period of employment for Plaintiff and the Aggrieved Employees,  
22 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to  
23 maintain accurate records showing meal periods. Defendants' failure to provide and maintain  
24 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved  
25 Employees the ability to know, understand and question the accuracy and frequency of meal  
26 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting  
27 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.  
28 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,

1 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and  
2 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation  
3 under state law, all to their respective damage in amounts according to proof at trial. Because of  
4 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,  
5 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented  
6 from knowing, understanding, and disputing the wage payments paid to them.

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

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

#### 14 **PRAYER FOR RELIEF**

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

#### 18 **Class Certification**

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

#### 23 **As to the First Cause of Action**

- 24 4. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all  
26 minimum wages due;  
27 5. For general unpaid wages as may be appropriate;  
28 6. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 7. For liquidated damages;

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

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

6 As to the Second Cause of Action

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

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

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

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

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

16 As to the Third Cause of Action

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

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

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

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

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

25 As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

6                               As to the Eighth Cause of Action

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

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

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

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

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

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

23                               As to the Ninth Cause of Action

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

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

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

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

6                                 As to all Causes of Action

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

8                                 Respectfully submitted,

9  
10 Dated: September 10, 2024

MOON LAW GROUP, PC

11 By: 

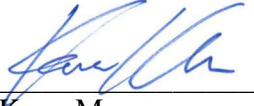
Kane Moon  
H. Scott Leviant  
Sandy Pham  
Attorneys for Plaintiff

12  
13  
14                                 **DEMAND FOR JURY TRIAL**

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

16  
17 Dated: September 10, 2024

MOON LAW GROUP, PC

18  
19 By: 

Kane Moon  
H. Scott Leviant  
Sandy Pham  
Attorneys for Plaintiff

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On the date indicated below, I served the document described as: **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

*Attorneys for Defendant*

Executed on **September 11, 2024**, at Los Angeles, California.

Signature