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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

TYLESHIA WILLIAMS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BAY PSYCHIATRIC ASSOCIATES, A
MEDICAL CORPORATION; and DOES 1
through 10, inclusive,

Defendants.

Case No.: C24-01200

*[Assigned for all purposes to the Hon.
Charles S. Treat, Dept. 12]*

**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 Tyleshia Williams (“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 Bay Psychiatric Associates, a
6 Medical Corporation, and Does 1 through 10 (collectively referred to as “Defendants”) for
7 California Labor Code violations and unfair business practices stemming from Defendants’ failure
8 to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
10 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
11 business expenses, 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 Contra Costa County. As such, and based
25 upon 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 Contra
7 Costa, State of California, as a health care administrator 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 Contra Costa,
15 California.
- 16 (b) Business entities conducting business in numerous counties throughout the
17 State of California, including in Contra Costa County; and
- 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.

22 11. Plaintiff does not currently know the true names or capacities of the persons or
23 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
24 names. Each of the Doe Defendants was in some manner legally responsible for the damages
25 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
26 amend this complaint to set forth the true names and capacities of these Defendants when they
27 have been ascertained, together with appropriate charging allegations, as may be necessary.

28 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and

1 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
2 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
3 of California.

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

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

18 14. Plaintiff is a California resident who worked for Defendants in the County of Contra
19 Costa, State of California during the statutory period. During the statutory period, Defendants
20 classified Plaintiff as a non-exempt employee, and paid Plaintiff an hourly wage.

21 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
22 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
23 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
24 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
25 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
26 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
27 Defendants was typical and illustrative.

1 16. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
3 overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work “off the
4 clock” and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were
5 required to clock into work through their computers at work, but were required to obtain a
6 verification code sent to their cellular telephones before being able to clock in, which took time,
7 off the clock and uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees at some
8 time during their employment were required to undergo temperature screening and had to use their
9 cellular telephones again to call a number to complete a questionnaire regarding any COVID
10 symptoms, leading to off the clock work, uncompensated. Also, Plaintiff, the Class, and the
11 Aggrieved Employees were often required to work while on meal breaks, such as to speak on the
12 telephones, leading again to off the clock work, uncompensated.

13 17. Throughout the statutory period, Defendants have wrongfully failed to provide
14 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
15 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees
16 to work in excess of five consecutive hours a day without providing 30-minute, continuous and
17 uninterrupted, duty-free meal period for every five hours of work, or without compensating
18 Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the
19 end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform
20 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of
21 the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
22 Defendants also failed to accurately record meal periods. Accordingly, Defendants’ policy and
23 practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in
24 compliance with California law.

25 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
27 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
28 Employees to work in excess of four consecutive hours a day without Defendants authorizing and

1 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours
2 of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the
3 Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did
4 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a
5 rest period. Moreover, Defendants did not have adequate policies or practices permitting or
6 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants
7 have adequate policies or practices regarding the timing of rest periods. Defendants also did not
8 have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved
9 Employees were taking their required rest periods. Further, Defendants did not maintain accurate
10 records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the
11 Class, and the Aggrieved Employees took rest periods during the middle of each work period.
12 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class,
13 and the Aggrieved Employees to take rest periods in compliance with California law.

14 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
15 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
16 duties for Defendants without reimbursement, which included the use of personal cellular
17 telephones for work purposes, including to communicate and to obtain a verification code prior to
18 clocking into work.

19 20. Throughout the statutory period, Defendants willfully failed and refused to timely
20 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
21 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
22 premium wages.

23 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
24 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
25 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
26 earned for hours worked, correct overtime hours worked, correct wages for meal periods that were
27 not provided in accordance with California law, correct wages for rest periods that were not
28 authorized and permitted to take in accordance with California law, and Defendant's address).

1 Further, the wage statements do not show Defendant's address as required by California law. As
2 a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the
3 Aggrieved Employees suffered injury because, among other things:

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

entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled. Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

(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 Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is 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 Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is 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. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has 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;
- 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.

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

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain

1 effective and economic legal redress unless the action is maintained as a
2 class action;

3 (e) There is a community of interest in obtaining appropriate legal and equitable
4 relief for the statutory violations, and in obtaining adequate compensation
5 for the damages and injuries for which Defendants are responsible in an
6 amount sufficient to adequately compensate the members of the Class for
7 the injuries sustained;

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

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

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

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

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

1 **FIRST CAUSE OF ACTION**

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

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

5 32. “Hours worked” is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

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

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

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

18 36. By virtue of the Defendants’ unlawful failure to pay additional compensation to
19 Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without
20 pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
21 damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved
22 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
23 ascertained according to proof at trial.

24 37. By failing to keep adequate time records required by California Labor Code §
25 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
26 compensation due Plaintiff, the Class, and the Aggrieved Employees.

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

39. California Labor Code section 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, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

40. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum 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)

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

42. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) 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.

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

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

45. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the

1 maximum hours permissible by law as required by California Labor Code § 510 and 1198.
2 Plaintiff, the Class, and the Aggrieved Employees are regularly required to work overtime hours.

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

8 47. By failing to keep adequate time records required by Labor Code § 1174(d),
9 Defendants have made it difficult to calculate the full extent of overtime compensation due to
10 Plaintiff, the Class, and the Aggrieved Employees.

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

15 49. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and
19 the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

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

22 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
23 1 through 21 in this First Amended Complaint.

24 51. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiff, the Class, and the Aggrieved Employees of all duty in order to take their first daily meal
26 periods no later than the start of Plaintiff, the Class, and the Aggrieved Employees' sixth hour of
27 work in a workday, and to take their second meal periods no later than the start of the eleventh
28 hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the

1 applicable Wage Orders require that an employer provide unpaid meal periods of at least 30
2 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor
3 Code for an employer to require any employee to work during any meal period mandated under
4 any Wage Order.

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

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

14 **FOURTH CAUSE OF ACTION**

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

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

18 55. Defendants are required by California law to authorize and permit breaks of 10
19 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
20 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the
21 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each
22 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,
23 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
24 itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California
25 Labor Code for an employer to require any employee to work during any rest period mandated
26 under any Wage Order.

27 56. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class,
28 and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more

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

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

9 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**

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

25 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
26 1 through 21 in this First Amended Complaint.

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

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

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

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

80. 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.*

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;

1 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
2 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

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

8 **Failure to Pay Overtime Wages**

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

12 **Failure to Maintain Accurate Records of All Hours Worked**

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

16 **Failure to Provide Meal Periods**

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

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

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

24 **Failure to Indemnify Necessary Business Expenses**

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

Failure to Provide Accurate Itemized Wage Statements

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

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

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

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

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

93. Plaintiff, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, 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."

99. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On April 28, 2024, she gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former

aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1025026-24. A true and correct copy of the original PAGA letter is attached hereto as **Exhibit A**.

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

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

102. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of

Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

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

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiff be appointed as the representative of the Class; and

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

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

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

2 As to the Second Cause of Action

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

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

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

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

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

12 As to the Third Cause of Action

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

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

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

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

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

21 As to the Fourth Cause of Action

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

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

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

27 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
28 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;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

As to all Causes of Action

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

Respectfully submitted,

Dated: July 25, 2024

MOON LAW GROUP, PC

By: 

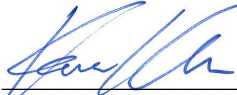
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Sandy Pham
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: July 25, 2024

MOON LAW GROUP, PC

By: 

Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Sandy Pham
Attorneys for Plaintiff

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa Street, 31st Floor, Los Angeles, CA 90017.

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☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service via e-mail, I caused the document(s) identified above to be sent to the persons at the electronic addresses via e-mail listed above.

Executed on **July 31, 2024**, at Los Angeles, California.

Signature