

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 Julie S. Oh (SBN 341157)
E-mail: joh@moonlawgroup.com
4 Jamie C. Osganian (SBN 357626)
E-mail: josganian@moonlawgroup.com
5 **MOON LAW GROUP, PC**
725 S. Figueroa Street, 31st Floor
6 Los Angeles, California 90017
Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
9 phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
10 sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
11 El Segundo, California 90245
Tel: (424) 292-2350
12 Fax: (424) 292-2355

13 Attorneys for Plaintiffs

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd. Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

SEP 19 2025

BY:  **VERONICA GONZALEZ, DEPUTY**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

17 MARIBEL ROMAN, individually, and on behalf
of all others similarly situated,

18 Plaintiff,

19
20 vs.

21 NONGSHIM AMERICA, INC., a California
22 corporation; and DOES 1 through 10, inclusive,

23 Defendants

Case No.: CIVSB2409449

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks and Recovery Periods [Cal. Lab. Code §§ 226.7];
5. Failure to Provide One Day's Rest in Seven [Cal. Lab. Code §§ 551, 552, and 558];
6. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
7. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];

8. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
9. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
10. Civil Penalties Under PAGA [Cal. Lab. Code §2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Maribel Roman, Aldo Marquez, and Karla Bulnes (“Plaintiffs”), based upon
2 facts that either have evidentiary support or are likely to have evidentiary support after a
3 reasonable opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Nongshim America, Inc., and Does
6 1 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
7 unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to
8 pay overtime wages, failure to pay reporting time pay, failure to provide paid sick leave, failure
9 to provide meal periods, failure to authorize and permit rest and recovery periods, failure to
10 provide one day’s rest in seven, failure to maintain accurate records of hours worked and meal
11 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
12 business expenses, and failure to furnish accurate wage statements.

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

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

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

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, overtime wages, and reporting time pay, in compliance with the
5 California Labor Code and IWC Wage Orders;
- 6 (b) Failing to provide paid sick leave in compliance with the California Labor
7 Code and IWC Wage Orders;
- 8 (c) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing
10 to maintain accurate records of all meal periods taken or missed, and
11 failing to pay an additional hour's pay for each workday a meal period
12 violation occurred;
- 13 (d) Failing to authorize and permit employees to take timely and duty-free rest
14 and recovery periods in compliance with the California Labor Code and
15 IWC Wage Orders, and failing to pay an additional hour's pay for each
16 workday a rest or recovery period violation occurred;
- 17 (e) Failing to provide one day's rest in seven in compliance with the California
18 Labor Code and IWC Wage Orders;
- 19 (f) Failing to indemnify employees for necessary business expenses incurred;
- 20 (g) Willfully failing to pay employees all minimum wages, overtime wages,
21 meal period premium wages, and rest period premium wages due within
22 the time period specified by California law when employment terminates;
23 and
- 24 (h) Failing to maintain accurate records of the hours that employees worked.
- 25 (i) Failing to provide employees with accurate, itemized wage statements
26 containing all the information required by the California Labor Code and
27 IWC Wage Orders.
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6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

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

THE PARTIES

A. Plaintiffs

8. Plaintiffs are California residents that worked for Defendants in the County of San Bernardino, State of California, as non-exempt employees during the statutory period. Plaintiff Maribel Roman worked for Defendants as a production employee from approximately June 2022 to December 2023. Plaintiff Aldo Marquez worked for Defendants as a machine operator and general laborer until December 10, 2022. Plaintiff Karla Bulnes worked for Defendants as an Operator from approximately September 2020 to November 2023.

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

B. Defendants

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants are:

- (a) Business entities with their principal places of business in San Bernardino, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in San Bernardino County;
- (c) The former employers of Plaintiffs, and the current and/or former

1 employers of the putative Class. Defendants suffered and permitted
2 Plaintiffs, the Class, and the Aggrieved Employees to work, and/or
3 controlled their wages, hours, or working conditions; and

4 (d) At all times mentioned herein, Defendants are and were the joint employers
5 of Plaintiffs, the Class, and the Aggrieved Employees.

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

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

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

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

2 14. Plaintiffs are California residents who worked for Defendants in the County of San
3 Bernardino, State of California during the statutory period. During the statutory period,
4 Defendants classified Plaintiffs as non-exempt from California's overtime requirements and paid
5 Plaintiffs an hourly wage.

6 15. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
7 worked (including minimum wages and overtime wages) and all wages owed including reporting
8 time pay and premium wages, failed to provide Plaintiffs with paid sick leave, failed to provide
9 Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to take
10 uninterrupted rest periods, failed to provide Plaintiffs with recovery periods, failed to maintain
11 accurate records of Plaintiffs' hours worked and meal periods taken or missed, failed to provide
12 one day's rest in seven, failed to indemnify Plaintiffs for necessary business expenses, failed to
13 timely pay all final wages to Plaintiffs at separation of their employment with Defendants, and
14 failed to furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs'
15 experience working for Defendants was typical and illustrative.

16 16. Throughout the statutory period, Defendants maintained a policy and practice of
17 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
18 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work "off
19 the clock" and uncompensated, including working during meal and rest breaks. For example,
20 Plaintiffs, the Class, and the Aggrieved Employees were required to wait in line in order to clock
21 into work, off the clock and uncompensated. Also, Plaintiffs, the Class, and the Aggrieved
22 Employees were required to arrive to work early in order to don and doff, putting on uniforms
23 (slip resistant shoes, uniform, hair net, and hat) in the locker room, off the clock and
24 uncompensated. Also, Plaintiffs, the Class, and the Aggrieved Employees were required to clock
25 out and take off their uniforms. Also throughout the statutory period, Plaintiffs, the Class, and the
26 Aggrieved Employees received nondiscretionary bonuses and other remuneration, including shift
27 differentials. However, Defendants failed to incorporate all remuneration when calculating the
28 correct regular rate of pay for purposes of determining the overtime rate of pay, meal break

1 premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiffs, the Class,
2 and the Aggrieved Employees. In addition, throughout the statutory period, Defendants required
3 Plaintiffs, the Class, and the Aggrieved Employees to report for scheduled shifts, only to send
4 them home without furnishing at least half their usual or scheduled day's work or any
5 compensation for reporting time.

6 17. Throughout the statutory period, Defendants failed to provide Plaintiffs, the Class,
7 and the Aggrieved Employees all paid sick time they were entitled to, including supplemental
8 paid sick leave. Defendants also failed to pay sick hours at the correct regular rate of pay.
9 Further, Defendant failed to provide Plaintiffs, the Class, and the Aggrieved Employees written
10 notice that sets forth the amount of paid sick leave available.

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

24 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
25 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
26 periods and recovery periods. Defendants sometimes, but not always, required Plaintiffs, the
27 Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without
28 Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,

1 rest period for every four hours of work (or major fraction of four hours), or without
2 compensating Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not
3 authorized or permitted. Defendants also did not adequately inform Plaintiffs, the Class, and the
4 Aggrieved Employees of their right to take a rest period or their right to take a recovery period.
5 Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest
6 and recovery periods for Plaintiffs, 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 Plaintiffs, 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 Plaintiffs,
11 the Class, and the Aggrieved Employees took rest periods during the middle of each work period.
12 Defendants also regularly required Plaintiff, the Class, and the Aggrieved Employees to work
13 during times when recovery periods were required but failed to compensate Plaintiff and the
14 Aggrieved Employees for each workday a compliant recovery period was not provided.
15 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, the
16 Class, and the Aggrieved Employees to take rest and recovery periods in compliance with
17 California law.

18 20. Throughout the statutory period, Defendants required Plaintiffs, the Class, and the
19 Aggrieved Employees to work more than six consecutive days in a workweek without providing
20 a day of rest. Thus, Defendants failed to provide one day of rest in a seven-day workweek as
21 required by California law.

22 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
23 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
24 their duties for Defendants without reimbursement, such as the purchase of facemasks, and the
25 occasional use of personal cellular telephones for work purposes.

26 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
28 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages

1 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
2 were not provided in accordance with California law, correct wages for rest periods that were not
3 authorized and permitted to take in accordance with California law, and Defendant's address).
4 Further, the wage statements do not show Defendant's address as required by California law. As
5 a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the
6 Aggrieved Employees suffered injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid
8 minimum wages, overtime wages, meal period premium wages, and rest
9 period premium wages to which they were entitled, even though they were
10 entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,
12 overtime, meal period premium, and rest period premium wages, even
13 though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid
15 minimum, overtime, meal period premium, and rest period premium wages
16 at the correct California rate even though they were;
- 17 (d) the violations led them to believe they had been paid minimum, overtime,
18 meal period premium, and rest period premium wages at the correct
19 California rate even though they had not been;
- 20 (e) the violations led them to believe they had been provided with all paid sick
21 leave and reporting time pay they were entitled to even though they had not
22 been;
- 23 (f) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (g) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
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1 owed to them, computations they would not have to make if the wage
2 statements contained the required accurate information;

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

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

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

12 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

27 (a) Numerosity: The members of the Class (and each subclass, if any) are so
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1 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the entire Class is unknown to Plaintiffs at this time,
3 however, the Class is estimated to be greater than 100 individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' records.

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

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

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

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

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

- 16 (a) Failed to pay Class Members for all hours worked, including minimum
17 wages, and overtime wages;
- 18 (b) Failed to provide meal periods and pay meal period premium wages to
19 Class Members;
- 20 (c) Failed to authorize and permit rest periods and pay rest period premium
21 wages to Class Members;
- 22 (d) Failed to authorize and permit recovery periods and pay recovery period
23 premium wages to Class Members;
- 24 (e) Failed to promptly pay all wages due to Class Members upon their
25 discharge or resignation;
- 26 (f) Failed to maintain accurate records of all hours Class Members worked,
27 and all meal periods Class Members took or missed;
- 28 (g) Failed to reimburse Class Members for all necessary business expenses;

1 and

- 2 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
3 result of their illegal conduct as described above.

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

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

not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

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

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

FIRST CAUSE OF ACTION

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

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

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

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

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

36. At all relevant times herein mentioned, Defendants failed to pay Plaintiffs and the Class reporting time pay when they reported for work as scheduled but were furnished less than

1 half their usual or scheduled day's work. Defendants' failure to provide reporting time pay
2 violated the applicable IWC Wage Orders and constitutes a failure to pay all wages due in
3 violation of Labor Code sections 1194 and 1197.

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

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

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

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

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

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

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

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

47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime and double time compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Defendants also failed to pay Plaintiffs and the Class overtime and double time wages based on the correct regular rate of pay.

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

50. Plaintiffs and the Class also request recovery of overtime compensation according

1 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
2 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
3 California Labor Code and/or other statutes.

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

9 **THIRD CAUSE OF ACTION**

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

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

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

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

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

FOURTH CAUSE OF ACTION

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

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide One Day's Rest in Seven)**

3 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 22 in this Complaint.

5 61. At all relevant times set forth herein, California Labor Code sections 551 and 552
6 prohibit employers from causing employees to work more than six days in seven.

7 62. Defendants regularly required Plaintiff and the Class to work more than six
8 consecutive days without providing a day of rest, in violation of Labor Code sections 551 and
9 552 and the applicable IWC Wage Orders.

10 63. California Labor Code § 510 provides that the first eight hours worked on the
11 seventh day of work in a workweek shall be compensated at the rate of at least one and one-half
12 times the regular rate of pay, and any work in excess of eight hours on the seventh day shall be
13 compensated at the rate of no less than twice the regular rate of pay.

14 64. Plaintiffs and the Class are entitled to recover from Defendants their premium
15 wages for hours worked on the seventh day of work in one workweek.

16 **SIXTH CAUSE OF ACTION**

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

18 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 22 in this Complaint.

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

24 67. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
25 expenses they paid, or which were deducted by Defendants from their wages.

26 68. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
27 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
28 2802(b).

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

4 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 22 in this Complaint.

6 70. 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
8 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
9 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
0 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
1 quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

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

EIGHTH CAUSE OF ACTION

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

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

77. 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.

78. 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 Plaintiffs and the Class, the failure to list the true “total hours worked by the employee,” the failure to list the true net wages earned, and the failure to include or accurately reflect the amount of paid sick leave available.

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

80. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied

1 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
2 statements under California Labor Code § 226(a).

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

8 82. Plaintiffs and the Class are entitled to recover from Defendants their actual
9 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

10 83. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
11 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
12 Code § 226(h).

13 **NINTH CAUSE OF ACTION**

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

16 84. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
17 1 through 22 in this Complaint.

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

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

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

27 88. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
28 predicated on the violation of any state or federal law. All of the acts described herein as

1 violations of, among other things, the California Labor Code, are unlawful and in violation of
2 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
3 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
4 California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Minimum Wages**

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

9 **Failure to Pay Overtime Wages**

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

13 **Failure to Provide Paid Sick Leave**

14 91. Defendants' failure to provide paid sick leave in violation of Labor Code §§ 245-
15 249 constitutes unlawful and/or unfair activity prohibited by California Business & Professions
16 Code §§ 17200, *et seq.*

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

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

21 **Failure to Provide Meal Periods**

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

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

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

1 **Failure to Authorize and Permit Recovery Periods**

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

5 **Failure to Provide One Day's Rest in Seven**

6 96. Defendants' failure to provide one day's rest in seven in accordance with
7 California Labor Code §§ 551 and 552, and the IWC Wage Orders, as alleged above, constitutes
8 unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200,
9 *et seq.*

10 **Failure to Indemnify Necessary Business Expenses**

11 97. Defendants' failure to indemnify employees for necessary business expenses in
12 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
13 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
14 17200, *et seq.*

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

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

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

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

25 101. Plaintiffs, individually, and on behalf of members of the putative Class, are
26 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
27 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
28 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.

1 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
2 practices of Defendants in order to recover restitution.

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

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

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

18 105. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
19 and putative Class Members are entitled to restitution of the wages withheld and retained by
20 Defendants during a period that commences four years prior to the filing of this complaint; a
21 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
22 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
23 1021.5 and other applicable laws; and an award of costs.

24 **TENTH CAUSE OF ACTION**

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

27 106. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
28 1 through 22 in this Complaint.

1 107. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable IWC Wage Orders.

3 108. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 109. Plaintiffs have exhausted their administrative remedies pursuant to California
12 Labor Code § 2699.3. On April 16, 2024, Plaintiff Maribel Roman gave written notice by online
13 filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
14 Defendants of the specific provisions of the Labor Code that Defendants have violated against
15 Plaintiff and certain current and former aggrieved employees, including the facts and theories to
16 support the violations. Plaintiff Roman’s PAGA case number is LWDA-CM-1022686-24. On
17 April 28, 2023, Plaintiff Aldo Marquez’s PAGA notice was filed with the LWDA and mailed to
18 Defendants. Plaintiff Marquez’s PAGA case number is LWDA-CM-951601-23. On August 21,
19 2024, Plaintiff Karla Bulnes’s PAGA notice was filed with the LWDA and mailed to Defendants.
20 Plaintiff Bulnes’s PAGA case number is LWDA-CM-1046814-24. Plaintiffs also paid the filing
21 fees.

22 110. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
23 Workforce Development Agency has not indicated that it intends to investigate Defendants’
24 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
25 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
26 the Labor Code described in this Complaint. These penalties include, but are not limited to,
27 penalties under California Labor Code §§ 210, 226.3, 248.5, 558, and 2699(f)(2).
28

1 111. Pursuant to California Labor Code § 248.5, Plaintiffs seek penalties for
2 Defendants' violation of California's Paid Sick Leave Law. Labor Code § 246 requires
3 employers to provide paid sick days to employees who work for the same employer for 30 or
4 more days within a year from the commencement of employment, in accordance with the use and
5 accrual requirements as set forth in Labor Code §§ 246-246.5. Further, during the applicable
6 period, employers were required to provide COVID-19 Supplemental Paid Sick Leave pursuant
7 to §§ 248 *et seq.* Defendants, however, failed to provide Plaintiffs and the Aggrieved Employees
8 all paid sick days they were entitled to, including supplemental paid sick leave, and failed to pay
9 sick days at Plaintiffs and the Aggrieved Employees' regular rate of pay. Further, Defendants
10 failed to provide Plaintiffs and the Aggrieved Employees written notice that sets forth the amount
11 of paid sick leave available.

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

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

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

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

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

15 **PRAYER FOR RELIEF**

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

19 **Class Certification**

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

22 2. That Plaintiffs be appointed as the representatives of the Class; and

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

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

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

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

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

3 7. For liquidated damages;

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

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

7 As to the Second Cause of Action

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

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

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

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

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

17 As to the Third Cause of Action

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

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

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

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

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

26 As to the Fourth Cause of Action

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

- 1 21. For unpaid rest period premium wages as may be appropriate;
2 22. For pre-judgment interest on any unpaid compensation commencing from the date
3 such amounts were due;
4 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
5 and for costs of suit incurred herein; and
6 24. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Fifth Cause of Action

8 25. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code §§ 551 and 552 and applicable IWC Wage Orders by failing to provide one day's
10 rest in seven;

11 26. For unpaid premium wages at overtime or double time wage rates as may be
12 appropriate;

13 27. For pre-judgment interest on any unpaid overtime or double time compensation
14 commencing from the date such amounts were due;

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

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

18 As to the Sixth Cause of Action

19 30. That the Court declare, adjudge and decree that Defendants violated Labor Code §
20 2802 and the IWC Wage Orders;

21 31. For general unpaid wages and reimbursement of business expenses as may be
22 appropriate;

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

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

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

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1 As to the Seventh Cause of Action

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

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

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

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

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

11 As to the Eighth Cause of Action

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

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

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

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

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

20 As to the Ninth Cause of Action

21 45. That the Court declare, adjudge and decree that Defendants violated California
22 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
23 (including minimum and overtime wages), failing to pay reporting time pay, failing to provide
24 paid sick leave, failing to provide one day's rest in seven, failing to provide meal periods, failing
25 to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing
26 to authorize and permit recovery periods, and failing to maintain accurate records of all hours
27 worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify
28 necessary business expenses;

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

47. 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.*;

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

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

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

As to the Tenth Cause of Action

51. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including minimum and overtime wages and reporting time pay, failing to provide paid sick leave, failing to provide one day's rest in seven, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to authorize and permit recovery periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;

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

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

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

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

As to all Causes of Action

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

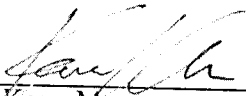
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1 Dated: September 10, 2025

MOON LAW GROUP, PC

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3 By: 

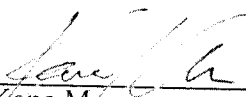
Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian
Attorneys for Plaintiffs

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5
6 **DEMAND FOR JURY TRIAL**

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

9 Dated: September 10, 2025

MOON LAW GROUP, PC

10
11 By: 

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian
Attorneys for Plaintiffs