

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Charlotte Mikat-Stevens (SBN 327047)
E-mail: segrams@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiffs Kai Liu and Jason L. Carbonneau

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KAI LIU and JASON L. CARBONNEAU,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

SEALY, INC.; and DOES 1 through 10,
inclusive,

Defendants

KAI LIU and JASON L. CARBONNEAU,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

SEALY, INC.; and DOES 1 through 10,
inclusive,

Defendants

Lead Case No.: 2:24-cv-05490-MEMF (ASx)
Consolidated with Case No.: 2:25-cv-01215-
MEMF (ASx)

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**CONSOLIDATED CLASS AND PAGA
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
3. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
4. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
8. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Kai Liu (“Plaintiff Liu”) and Jason L. Carbonneau (“Plaintiff Carbonneau”)
2 (together, “Plaintiffs”), based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, allege
4 as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Sealy, Inc., and Does 1 through 10
7 (collectively referred to as “Defendants”) for California Labor Code violations and unfair business
8 practices stemming from Defendants’ failure to pay minimum wages, failure to provide meal
9 periods (with respect to all of Defendants’ non-exempt employees, excluding Plaintiff Liu and
10 other drivers), failure to authorize and permit rest periods, failure to maintain accurate records of
11 hours worked, failure to maintain accurate records of meal periods (with respect to all of
12 Defendants’ non-exempt employees, excluding Plaintiff Liu and other drivers), failure to timely
13 pay all wages to terminated employees, failure to indemnify necessary business expenses, and
14 failure to furnish accurate wage statements.

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

22 3. Plaintiffs bring the Eighth Cause of Action for civil penalties under the Private
23 Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”), on behalf of
24 themselves as individuals, the State of California, and certain current and former employees of
25 Defendants who are or were harmed by Defendants’ illegal practices (hereinafter collectively
26 referred to as the “Aggrieved Employees”). The Aggrieved Employees consists of Plaintiffs and
27 all other persons who have been employed by any Defendants in California as an hourly-paid, non-
28 exempt employee during the statute of limitations period.

1 4. With respect to the Eighth Cause of Action, Plaintiffs seek only to recover penalties
2 for themselves, on behalf of all the Aggrieved Employees, and on behalf of the State of California.
3 Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor
4 Code § 2699 at this time. To the extent that statutory violations are mentioned for wage violations,
5 Plaintiffs do not seek underlying general and/or special damages for those violations, but simply
6 penalties as permitted by California Labor Code § 2699, declaratory relief, and injunctive relief
7 for themselves and all the Aggrieved Employees as permitted by the PAGA.

8 5. For over 50 years, California’s courts and legislature have recognized that this
9 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
10 Wages are not ordinary debts. Because of the economic position of the average worker and his or
11 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
12 employees are promptly paid the minimum wages that the Legislature has required for employees.
13 So fundamental are California’s wage-and-hour laws that the Legislature has criminalized certain
14 types of violations. In extending extra protection to deter violations of these underlying statutes—
15 since Plaintiffs are not seeking general and/or special damages, restitution or other damages other
16 than civil penalties—California has enacted the PAGA to permit an individual to bring an action
17 on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole
18 nature of this action.

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

24 7. Despite these requirements, throughout the statutory period Defendants maintained
25 a systematic, company-wide policy and practice of:

- 26 (a) Failing to pay employees for all hours worked, including all minimum
27 wages, in compliance with the California Labor Code and IWC Wage
28 Orders;

- (b) With respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers, failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to indemnify employees for necessary business expenses incurred;
- (e) Willfully failing to pay employees all minimum wages, meal period premium wages (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers), and rest period premium wages due within the time period specified by California law when employment terminates; and
- (f) Failing to maintain accurate records of the hours that employees worked.
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

8. 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.

9. 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 and the Class. Further, Defendants are

1 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
2 “respondeat superior”.

3 **THE PARTIES**

4 **A. Plaintiffs**

5 10. Plaintiff Kai Liu is a California resident that worked for Defendants in the County
6 of Los Angeles, State of California as a driver from approximately September 2019 to January
7 2024.

8 11. Plaintiff Jason L. Carbonneau is a California resident that worked for Defendants in
9 the County of Los Angeles, State of California as a receiver from approximately July 2021 to
10 February 2024.

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

14 **B. Defendants**

15 13. Plaintiffs are informed and believe, and based upon that information and belief
16 allege, that Defendants are:

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

27 14. Plaintiffs do not currently know the true names or capacities of the persons or
28 entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious

1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set
3 forth the true names and capacities of these Defendants when they have been ascertained, together
4 with appropriate charging allegations, as may be necessary.

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

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

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

22 17. Plaintiffs are California residents who worked for Defendants in the County of Los
23 Angeles, State of California during the statutory period. During the statutory time period,
24 Defendants classified Plaintiffs as a non-exempt employees. Plaintiffs were typically scheduled to
25 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

26 18. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
27 worked (including minimum wages), failed to provide Plaintiff Carbonneau with uninterrupted
28 meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to

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

5 19. Throughout the statutory period, Defendants maintained a policy and practice of not
6 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
7 minimum wages. Throughout the statutory period, Plaintiffs, the Class, and the Aggrieved
8 Employees received non-discretionary bonuses and other remuneration. However, Defendants
9 failed to incorporate all remuneration when calculating the correct meal break premium rate of pay
10 (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other
11 drivers) and sick day rate of pay, leading to underpayment. Also during the statutory period,
12 Plaintiffs, the Class, and the Aggrieved Employees were required to work off the clock, and
13 uncompensated. For example, Plaintiff Carbonneau and other non-exempt, non-drivers were
14 required to work during meal breaks, without compensation. Also, for drivers, Plaintiff Liu, the
15 Class, and the Aggrieved Employees were required to clock out when parked, but Plaintiff Liu, the
16 Class, and the Aggrieved Employees were required to continue to perform specific work duties
17 after clocking out. Also, Plaintiffs, the Class, and the Aggrieved Employees were required to
18 undergo COVID screening prior to clocking into work, off the clock and uncompensated. Also,
19 Plaintiff Liu, the Class, and the Aggrieved Employees were required to drive long distances to
20 arrive at certain locations without being compensated. Also, Plaintiffs, the Class, and the
21 Aggrieved Employees were required to wait in line in order to clock in, off the clock and
22 uncompensated.

23 20. Throughout the statutory period, Defendants have wrongfully failed to provide
24 Plaintiff Carbonneau and other non-exempt, non-drivers with legally compliant meal periods.
25 Defendants sometimes, but not always, required Plaintiff Carbonneau and other non-exempt, non-
26 drivers to work in excess of five consecutive hours a day without providing 30-minute, continuous
27 and uninterrupted, duty-free meal period for every five hours of work, or without compensating
28 Plaintiff Carbonneau and other non-exempt, non-drivers for meal periods that were not provided

1 by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
2 inform Plaintiff Carbonneau and other non-exempt, non-drivers of their right to take a meal period
3 by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth
4 hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to
5 Plaintiff Carbonneau and other non-exempt, non-drivers in compliance with California law.

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

23 22. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
24 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
25 duties for Defendants without reimbursement, such as requiring Plaintiffs, the Class, and the
26 Aggrieved Employees to purchase protective gear such as protective footwear. Also, Plaintiffs, the
27 Class, and the Aggrieved Employees were required to use their own personal cellular telephones
28 for work purposes, without reimbursement. Also, Plaintiffs, the Class, and the Aggrieved

1 Employees were required to maintain their own uniforms, without reimbursement. Also, Plaintiffs,
2 the Class, and the Aggrieved Employees were sometimes required to use their own vehicles to pick
3 up other employees, without reimbursement.

4 23. Throughout the statutory period, Defendants willfully failed and refused to timely
5 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
6 wages for all minimum wages, meal period premium wages (with respect to all of Defendants'
7 non-exempt employees, excluding Plaintiff Liu and other drivers), and rest period premium wages.
8 Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved Employees their final
9 paychecks immediately upon termination.

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

- 20 (a) the violations led them to believe that they were not entitled to be paid
21 minimum wages, meal period premium wages (with respect to all of
22 Defendants' non-exempt employees, excluding Plaintiff Liu and other
23 drivers), and rest period premium wages to which they were entitled, even
24 though they were entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum, meal
26 period premium (with respect to all of Defendants' non-exempt employees,
27 excluding Plaintiff Liu and other drivers), and rest period premium wages,
28 even though they had not been;

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

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

27 **CLASS ACTION ALLEGATIONS**

28 25. Plaintiffs bring certain claims individually, as well as on behalf of each and all other

1 persons similarly situated, and thus, seek class certification under California Code of Civil
2 Procedure § 382.

3 26. All claims alleged herein arise under California law for which Plaintiffs seek relief
4 authorized by California law.

5 27. The proposed Class consists of and is defined as:

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

9 28. At all material times, Plaintiffs were members of the Class.

10 29. Plaintiffs undertake this concerted activity to improve the wages and working
11 conditions of all Class Members.

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

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

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

24 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
25 the interests of each Class Member with whom there is a shared, well-
26 defined community of interest and typicality of claims, as demonstrated
27 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
28

1 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
2 rules governing class action discovery, certification, and settlement.
3 Plaintiffs have incurred, and throughout the duration of this action, will
4 continue to incur costs and attorneys' fees that have been, are, and will be
5 necessarily expended for the prosecution of this action for the substantial
6 benefit of each class member.

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

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

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

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

- (a) Failed to pay Class Members for all hours worked, including minimum wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers);
- (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.

32. 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) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an

1 amount sufficient to adequately compensate the members of the Class for
2 the injuries sustained;

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

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

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

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

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

24 **FIRST CAUSE OF ACTION**

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

26 34. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
27 Complaint as if fully stated herein.
28

1 35. “Hours worked” is the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

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

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

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

13 39. By virtue of the Defendants’ unlawful failure to pay additional compensation to
14 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
15 suffered, and will continue to suffer, damages in amounts which are presently unknown to
16 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which will
17 be ascertained according to proof at trial.

18 40. By failing to keep adequate time records required by California Labor Code §
19 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
20 compensation due Plaintiffs and the Class.

21 41. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
22 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum
23 wages.

24 42. California Labor Code section 204 requires employers to provide employees with
25 all wages due and payable twice a month. Throughout the statute of limitations period applicable
26 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
27 required by law, including minimum wages. However, during all such times, Defendants
28

1 systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to
2 pay those wages twice a month.

3 43. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
4 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
5 218.5, 218.6, and 1194(a).

6 **SECOND CAUSE OF ACTION**

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

8 44. Plaintiff Carbonneau incorporate by reference and re-allege all preceding
9 paragraphs of this Complaint as if fully stated herein.

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

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

26 47. Under California law, Plaintiff Carbonneau and other non-exempt, non-drivers are
27 entitled to be paid one hour of additional wages for each workday he or she was not provided with
28 all required meal period(s), plus interest thereon.

THIRD CAUSE OF ACTION

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

48. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this Complaint as if fully stated herein.

49. 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.

50. 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.

51. 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.

FOURTH CAUSE OF ACTION

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

52. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this Complaint as if fully stated herein.

53. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and losses

1 incurred in direct consequence of the discharge of their duties or of their obedience to directions
2 of Defendants.

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

5 55. Plaintiffs and the Class they represent are entitled to attorney's fees, expenses, and
6 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
7 2802(b).

8 **FIFTH CAUSE OF ACTION**

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

11 56. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
12 Complaint as if fully stated herein.

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

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

25 59. Defendants' failure to pay Plaintiffs and those Class members who are no longer
26 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-
27 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§
28 201 and 202.

60. 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.

61. 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.

62. 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.

SIXTH CAUSE OF ACTION

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

63. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this Complaint as if fully stated herein.

64. 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.

65. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure

1 to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true
2 “total hours worked by the employee,” and the failure to list the true net wages earned.

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

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

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

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

16 70. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
17 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
18 § 226(h).

19 **SEVENTH CAUSE OF ACTION**

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

22 71. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
23 Complaint as if fully stated herein.

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

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

1 Procedure § 1021.5.

2 74. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code §§ 17200, *et seq.*

5 75. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
6 predicated on the violation of any state or federal law. All of the acts described herein as violations
7 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
8 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
9 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
10 & Professions Code §§ 17200, *et seq.*

11 **Failure to Pay Minimum Wages**

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

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

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

19 **Failure to Provide Meal Periods**

20 78. With respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu
21 and other drivers, Defendants' failure to provide meal periods in accordance with California Labor
22 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
23 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

28 **Failure to Indemnify Necessary Business Expenses**

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

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

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

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

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

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

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

26 86. Plaintiffs, individually, and on behalf of members of the putative Class, have no
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
28 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.

1 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
2 individually, and on behalf of members of the putative Class, has suffered and will continue to
3 suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to
4 engage in said unfair, unlawful and/or fraudulent business practices.

5 87. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
6 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
7 withholdings.

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

14 **EIGHTH CAUSE OF ACTION**

15 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
16 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

17 89. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
18 Complaint as though fully set forth herein.

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

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

1 92. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
2 Code § 2699.3. On May 19, 2024, they gave written notice by online filing to the LWDA and by
3 certified mail to Defendant Sealy, Inc. of the specific provisions of the Labor Code that Defendants
4 have violated against Plaintiffs and the Aggrieved Employees, including the facts and theories to
5 support the violations. Plaintiffs also paid the filing fee. Plaintiffs' PAGA case number is LWDA-
6 CM-1029254-24.

7 93. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
8 remedies with the LWDA prior to suit, which is required by the statute. (*See* Cal. Lab. Code §
9 2699.3(d).)

10 94. More than 65 days has elapsed since Plaintiffs provided notice, but the LWDA has
11 not indicated that it intends to investigate Defendants' Labor Code violations discussed in the
12 notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under California
13 Labor Code § 2699, pursuant to California Labor Code § 2699.3, for the violations of the California
14 Labor Code described in Plaintiffs' notice and in this Complaint. These penalties include, but are
15 not limited to, penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

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

25 96. During the time period of employment for Plaintiffs and the Aggrieved Employees,
26 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
27 failing to maintain accurate records showing meal periods (with respect to all of Defendants' non-
28 exempt employees, excluding Plaintiff Liu and other drivers), and accurate records showing when

1 employees begin and end each work period. Defendants' failure to provide and maintain records
2 as required by the California Labor Code and IWC Wage Orders deprived Plaintiffs and the
3 Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of
4 meal periods (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu
5 and other drivers) and the accuracy of their hours worked stated in Defendants' records. Therefore,
6 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
7 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
8 Plaintiffs and the Aggrieved Employees have suffered, and continue to suffer, substantial losses
9 related to the use and enjoyment of such wages, lost interest on such wages, expenses, and
10 attorneys' fees in seeking to compel Defendants to fully perform their obligation under state law,
11 all to their respective damage in amounts according to proof at trial. Because of Defendants'
12 knowing failure to comply with the California Labor Code and applicable IWC Wage Orders,
13 Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented
14 from knowing, understanding, and disputing the wage payments paid to them.

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

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

23 **PRAYER FOR RELIEF**

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

26 **Class Certification**

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

2. That this action be certified as a class action with respect to the Second only with respect to Plaintiff Liu and other non-exempt, non-drivers;

3. That Plaintiffs be appointed as the representative of the Class; and

4. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

5. 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;

6. For general unpaid wages as may be appropriate;

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

8. For liquidated damages;

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

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

As to the Second Cause of Action

(solely with respect to Plaintiff Carbonneau and other non-exempt, non-drivers)

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

7 As to the Fourth Cause of Action

8 21. That the Court declare, adjudge and decree that Defendants violated Labor Code §
9 2802 and the IWC Wage Orders;

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

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

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

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

16 As to the Fifth Cause of Action

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

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

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

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

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

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As to the Sixth Cause of Action

31. 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;

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

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

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

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked (including minimum wages), failing to provide meal periods (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers), failing to maintain accurate records of meal periods (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers), failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

38. 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.*;

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including, but not limited to, minimum wages, but excluding overtime wages), failing to provide meal periods (with respect to all of Defendants' non-exempt employees, excluding Plaintiff Liu and other drivers), failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to reimburse all business expenses, and failing to maintain accurate records of all hours worked and meal periods;

43. An award of civil penalties on behalf of themselves, all similarly Aggrieved Employees, and the State of California pursuant to PAGA;

44. Pre-judgment and post-judgment interest at the maximum rate allowed;

45. Attorneys' fees and costs reasonably incurred;

46. Injunctive and declaratory relief to the extent allowed by PAGA;

47. That counsel for Plaintiffs be appointed as PAGA Counsel; and

48. Such other and further relief that the Court deems proper.

As to all Causes of Action

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

Dated: September 29, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By:


Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

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

Dated: September 29, 2025

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs