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ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

7/9/2024 4:18:38 PM

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN DIEGO**

ALEXANDER CABELLO, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

AZTEC LANDSCAPING, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 37-2024-00020996-CU-OE-CTL

**FIRST 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 §§ 510, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7 and 512];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

**DEMAND FOR JURY TRIAL**

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

#### 4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Aztec Landscaping, Inc., and Does 1  
6 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 pay  
8 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure  
9 to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to  
10 terminated employees, failure to indemnify necessary business expenses, and failure to furnish  
11 accurate wage statements.

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

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

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

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

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

24       6.       On information and belief, Defendants, and each of them, were on actual and  
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their  
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were  
27 willful and deliberate.  
28

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 Plaintiff, 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. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in the County of San Diego, State of California, as a cleaner during the statutory period.

9. Plaintiff reserves 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. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant is:

- (a) A Wisconsin corporation with its principal place of business in San Diego, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Diego County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class and/or Aggrieved Employees. Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

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

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

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

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

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

21 14. Plaintiff is a California resident who worked for Defendants in the County of San  
22 Diego, within the State of California, as a cleaner during the statutory period.

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

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

3 16. Throughout the statutory period, Defendants maintained a policy and practice of not  
4 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all  
5 overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work off the  
6 clock, and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were  
7 often required to arrive early to work and gather tools and materials, and walk to the designated  
8 area before the shift started, uncompensated. Also, Plaintiff, the Class, and the Aggrieved  
9 Employees received additional remuneration, but that remuneration was not properly calculated  
10 into the overtime rate of pay, sick day rate of pay, and meal break premium rate of pay.

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

22 18. Throughout the statutory period, Defendants have wrongfully failed to authorize  
23 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest  
24 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved  
25 Employees to work in excess of four consecutive hours a day without Defendants authorizing and  
26 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours  
27 of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the  
28 Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did

1 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a  
2 rest period. Moreover, Defendants did not have adequate policies or practices permitting or  
3 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants  
4 have adequate policies or practices regarding the timing of rest periods. Defendants also did not  
5 have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved  
6 Employees were taking their required rest periods. Further, Defendants did not maintain accurate  
7 records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the  
8 Class, and the Aggrieved Employees took rest periods during the middle of each work period.  
9 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class,  
10 and the Aggrieved Employees to take rest periods in compliance with California law.

11 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the  
12 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their  
13 duties for Defendants without reimbursement, such as the purchase of specific types of boots,  
14 cleaning materials and tools, and the use of personal cellular telephones for work purposes.

15 20. Throughout the statutory period, Defendants willfully failed and refused to timely  
16 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all  
17 wages for all minimum wages, overtime wages, meal period premium wages, and rest period  
18 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved  
19 Employees their final paychecks timely upon termination.

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

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, rest period premium wages, and reimbursement for business expenses to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium wages and business reimbursements owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages and reimbursements owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

28 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect

1 the interests of each Class Member with whom there is a shared, well-  
2 defined community of interest and typicality of claims, as demonstrated  
3 herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
4 Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in the  
5 rules governing class action discovery, certification, and settlement.  
6 Plaintiff has incurred, and throughout the duration of this action will  
7 continue to incur, costs and attorneys' fees that have been, are, and will be  
8 necessarily expended for the prosecution of this action for the substantial  
9 benefit of each Class Member.

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

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

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

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

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

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

- 19          (a)     The questions of law and fact common to the Class predominate over any  
20 question affecting only individual members;
- 21          (b)     A class action is superior to any other available method for the fair and  
22 efficient adjudication of the claims of the members of the Class;
- 23          (c)     The members of the Class are so numerous that it is impractical to bring all  
24 members of the class before the Court;
- 25          (d)     Plaintiff, and the other members of the Class, will not be able to obtain  
26 effective and economic legal redress unless the action is maintained as a  
27 class action;
- 28          (e)     There is a community of interest in obtaining appropriate legal and equitable

1 relief for the statutory violations, and in obtaining adequate compensation  
2 for the damages and injuries for which Defendants are responsible in an  
3 amount sufficient to adequately compensate the members of the Class for  
4 the injuries sustained;

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

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

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

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

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

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

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

3 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
4 foregoing paragraphs of this Complaint.

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

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

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

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

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

22 37. By failing to keep adequate time records required by California Labor Code §  
23 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
24 compensation due Plaintiff and the Class.

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

27 39. California Labor Code § 204 requires employers to provide employees with all  
28 wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required  
2 by law, including minimum wages. However, during all such times, Defendants systematically  
3 failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages  
4 twice a month.

5 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum  
6 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§  
7 218.5, 218.6, and 1194(a).

## 8 **SECOND CAUSE OF ACTION**

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

10 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
11 foregoing paragraphs of this Complaint.

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

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

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

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

26 46. By virtue of Defendants' unlawful failure to pay additional premium rate  
27 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class  
28 have suffered, and will continue to suffer, damages in amounts which are presently unknown to

1 them but which exceed the jurisdictional minimum of this Court and which will be ascertained  
2 according to proof at trial.

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

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

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

### 15 **THIRD CAUSE OF ACTION**

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

17 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
18 foregoing paragraphs of this Complaint.

19 51. Under California law, Defendants have an affirmative obligation to relieve the  
20 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the  
21 start of Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal  
22 periods no later than the start of the eleventh hour of work in the workday. California Labor Code  
23 § 512 and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal  
24 periods of at least 30 minutes for each five-hour period worked. It is a violation of California  
25 Labor Code § 226.7 for an employer to require any employee to work during any meal period  
26 mandated under any Wage Order.

27 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff  
28 and the Class with both meal periods as required by California law. By their failure to permit and

1 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that  
2 Defendants made it impossible or impracticable to take these uninterrupted meal periods),  
3 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable  
4 Wage Orders.

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

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

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

10 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
11 foregoing paragraphs of this Complaint.

12 55. Defendants are required by California law to authorize and permit breaks of 10  
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than  
14 two hours). California Labor Code § 512 and the applicable Wage Orders require that the  
15 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each  
16 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,  
17 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
18 itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7  
19 for an employer to require any employee to work during any rest period mandated under any Wage  
20 Order.

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

57. Under California law, Plaintiff 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.

## **FIFTH CAUSE OF ACTION**

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

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

61. Plaintiff and the Class he represents is entitled to attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

## **SIXTH CAUSE OF ACTION**

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

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

7           65.     Defendants' failure to pay Plaintiff and those Class Members who are no longer  
8 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-  
9 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§  
10 201 and 202.

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

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

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

## 21                           **SEVENTH CAUSE OF ACTION**

### 22                   **(Against all Defendants for Failure to Provide and Maintain Accurate and** 23                   **Compliant Wage Records)**

24           69.     Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
25 foregoing paragraphs of this Complaint.

26           70.     At all material times set forth herein, California Labor Code § 226(a) provides that  
27 every employer shall furnish each of his or her employees an accurate itemized wage statement in  
28 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

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

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

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

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

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

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

26 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of  
27 attorneys’ fees and costs to ensure compliance with this section, pursuant to California Labor Code  
28 § 226(h).

1 **EIGHTH CAUSE OF ACTION**

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

4 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
5 foregoing paragraphs of this Complaint.

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

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

12 80. Defendants’ activities, as alleged herein, are violations of California law, and  
13 constitute unlawful business acts and practices in violation of California Business & Professions  
14 Code §§ 17200, *et seq.*

15 81. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be  
16 predicated on the violation of any state or federal law. All of the acts described herein as violations  
17 of, among other things, the California Labor Code, are unlawful and in violation of public policy;  
18 and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby  
19 constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business  
20 & Professions Code §§ 17200, *et seq.*

21 **Failure to Pay Minimum Wages**

22 82. Defendants’ failure to pay minimum wages, and other benefits in violation of the  
23 California Labor Code, as alleged above, constitutes unfair, unlawful, and/or fraudulent activity  
24 prohibited by California Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Pay Overtime Wages**

26 83. Defendants’ failure to pay overtime compensation and other benefits in violation of  
27 California Labor Code §§ 510, 1194, and 1198, as alleged above, constitutes unfair, unlawful,  
28 and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

2           84.     Defendants' failure to maintain accurate records of all hours worked in accordance  
3 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,  
4 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &  
5 Professions Code §§ 17200, *et seq.*

6                   **Failure to Provide Meal Periods**

7           85.     Defendants' failure to provide meal periods in accordance with California Labor  
8 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
9 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§  
10 17200, *et seq.*

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

12           86.     Defendants' failure to authorize and permit rest periods in accordance with  
13 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes  
14 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code  
15 §§ 17200, *et seq.*

16                  **Failure to Indemnify Necessary Business Expenses**

17           87.     Defendants' failure to indemnify employees for necessary business expenses in  
18 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged  
19 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &  
20 Professions Code §§ 17200, *et seq.*

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

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

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

1           90. Plaintiff and the Class Members suffered monetary injury as a direct result of  
2 Defendants' wrongful conduct.

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

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

14           93. Plaintiff, individually, and on behalf of members of the putative Class, has no plain,  
15 speedy, and/or adequate remedy at law to redress the injuries which Plaintiff and Class Members  
16 suffered as a consequence of the Defendants' unfair, unlawful, and/or fraudulent business  
17 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,  
18 Plaintiff, individually, and on behalf of members of the putative Class, has suffered, and will  
19 continue to suffer, irreparable harm unless Defendants, and each of them, are restrained from  
20 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

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

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

1 other applicable laws; and an award of costs.

2 **NINTH CAUSE OF ACTION**

3 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**  
4 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

5 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
6 foregoing paragraphs of this Complaint.

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

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

16 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code  
17 § 2699.3. On May 2, 2024, he gave written notice by online filing to the Labor and Workforce  
18 Development Agency and by certified mail to Defendants of the specific provisions of the Labor  
19 Code that Defendants have violated against Plaintiff and certain current and former Aggrieved  
20 Employees, including the facts and theories to support the violations. Plaintiff also paid the filing  
21 fee. Plaintiff’s PAGA case number is LWDA-CM-1026014-24.

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

28 101. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor

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

8 102. During the time period of employment for Plaintiff and the Aggrieved Employees,  
9 Defendants failed to maintain records pursuant to the California Labor Code and applicable IWC  
10 Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide  
11 and maintain records required by the California Labor Code and applicable IWC Wage Orders  
12 deprived Plaintiff and the Aggrieved Employees the ability to know, understand, and question the  
13 accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees had no  
14 way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic  
15 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered,  
16 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest  
17 on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform  
18 its obligation under state law, all to their respective damage in amounts according to proof at trial.  
19 Because of Defendants' knowing failure to comply with the California Labor Code and applicable  
20 IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they  
21 were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

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

1 **PRAYER FOR RELIEF**

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

4 **Class Certification**

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

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

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

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

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

13 5. For general unpaid wages as may be appropriate, including minimum, straight time,  
14 regular, double time, sick pay, and/or vacation pay;

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

17 7. For liquidated damages;

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

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

21 **As to the Second Cause of Action**

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

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

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

28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and

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

3 As to the Third Cause of Action

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

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

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

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

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

12 As to the Fourth Cause of Action

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

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

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

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

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

21 As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

11                               As to the Ninth Cause of Action

12          46.     That the Court declare, adjudge, and decree that Defendants violated the California  
13 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime  
14 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain  
15 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse  
16 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate  
17 wage statements;

18          47.     For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other  
19 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all  
20 Aggrieved Employees;

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

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

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

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

26                               As to All Causes of Action

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

1 Dated: July 9, 2024

Respectfully submitted,

2 MOON LAW GROUP, PC

3 By: *Charlotte Mikat-Stevens*  
4 Kane Moon  
5 Allen Feghali  
6 Charlotte Mikat-Stevens  
7 *Attorneys for Plaintiff*

8 **DEMAND FOR JURY TRIAL**

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

10 Dated: July 9, 2024

MOON LAW GROUP, PC

11 By: *Charlotte Mikat-Stevens*  
12 Kane Moon  
13 Allen Feghali  
14 Charlotte Mikat-Stevens  
15 *Attorneys for Plaintiff*

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

## FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

**Rafael Aguilar - Authorized Agent for Service of Process**  
**7980 Lemon Grove Way**  
**Lemon Grove, CA 91945**

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on July 9, 2024, at Los Angeles, California.

/s/ Steven Delgado  
Signature