

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

*Attorneys for Plaintiffs Armando Promotor and  
 Javier Manzano Enriquez*

**FILED**  
 Superior Court of California  
 County of Los Angeles  
**08/28/2024**

David W. Slayton, Executive Officer / Clerk of Court  
 By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES**

ARMANDO PROMOTOR and JAVIER  
 MANZANO ENRIQUEZ, individually, and on  
 behalf of all others similarly situated,

Plaintiffs,

vs.

RED O FASHION ISLAND, LLC, a limited  
 liability company; RED O LA JOLLA, LLC, a  
 limited liability company; RED O SANTA  
 MONICA, LLC, a limited liability company;  
 RED O WESTLAKE, LLC, a limited liability  
 company; RED O MANAGEMENT, LLC, a  
 limited liability company; and DOES 1 through  
 10, inclusive

Defendants

Case No.: 24STCV15769

**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];
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 Plaintiffs Armando Promotor and Javier Manzano Enriquez (collectively, “Plaintiffs”),  
2 based upon facts that either have evidentiary support or are likely to have evidentiary support after  
3 a reasonable opportunity for further investigation and discovery, allege as follows:

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

5 1. Plaintiffs bring this action against Defendants Red O Fashion Island, LLC, Red O  
6 La Jolla, LLC, Red O Santa Monica, LLC, Red O Westlake, LLC, Red O Management, LLC, and  
7 Does 1 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair  
8 business practices stemming from Defendants’ failure to pay minimum wages, failure to pay  
9 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure  
10 to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to  
11 terminated employees, failure to indemnify necessary business expenses, and failure to furnish  
12 accurate wage statements.

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

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

24 4. Defendants own/owned and operate/operated an industry, business, and  
25 establishment within the State of California, including Los Angeles County. As such, and based  
26 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are  
27 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission  
28 (“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 Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

## **THE PARTIES**

### **A. Plaintiffs**

8. Plaintiff Armando Promotor is a California resident who worked for Defendants in the State of California as a cook from approximately November 2013 to December 2023.

9. Plaintiff Javier Manzano Enriquez is a California resident who worked for Defendants in the State of California as a cook from approximately February 2022 to January 2024.

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

### **B. Defendants**

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

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

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

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

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

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

25           15.     Plaintiffs are California residents who worked for Defendants in the County of Los  
26 Angeles, State of California during the statutory period. During the statutory period, Defendants  
27 classified Plaintiffs as non-exempt from California's overtime requirements, and paid Plaintiffs an  
28 hourly wage.

1           16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours  
2 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with  
3 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest  
4 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final  
5 wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish  
6 accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for  
7 Defendants was typical and illustrative.

8           17. Throughout the statutory period, Defendants maintained a policy and practice of not  
9 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all  
10 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work off the  
11 clock, uncompensated. For example, Plaintiffs, the Class, and the Aggrieved Employees were  
12 required to find a supervisor in order to obtain a badge so that they could clock into work, off the  
13 clock and uncompensated. Also, were sometimes required to wait in line in order to clock into  
14 work, uncompensated. Also, Plaintiffs, the Class, and the Aggrieved Employees were sometimes  
15 required to clock out and continue to work, such as clean, off the clock and uncompensated. Also,  
16 Plaintiffs, the Class, and the Aggrieved Employees' meal breaks were sometimes interrupted,  
17 without compensation. Also throughout the statutory period, Plaintiffs, the Class, and the  
18 Aggrieved Employees received non-discretionary bonuses and other remuneration. However,  
19 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of  
20 pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to  
21 Plaintiffs, the Class, and the Aggrieved Employees.

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

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

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

22 20. Throughout the statutory period, Defendant wrongfully required Plaintiffs, the  
23 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their  
24 duties for Defendant without reimbursement, which included the purchase of masks, specific types  
25 of clothing for work, and the use of personal cellular telephones for work purposes.

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

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

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

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

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

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

10 **CLASS ACTION ALLEGATIONS**

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

14 23. All claims alleged herein arise under California law for which Plaintiffs seek relief  
15 authorized by California law.

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

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

20 25. At all material times, Plaintiffs were members of the Class.

21 26. Plaintiffs undertake this concerted activity to improve the wages and working  
22 conditions of all Class Members.

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

25 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
26 numerous that joinder of all members would be unfeasible and impractical.  
27 The membership of the entire Class is unknown to Plaintiffs at this time,  
28 however, the Class is estimated to be greater than 100 individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' records.

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

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

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

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

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a

1 class action. Indeed, current employees are often afraid to assert their rights  
2 out of fear of direct or indirect retaliation. Former employees are also fearful  
3 of bringing actions because they believe their former employers might  
4 damage their future endeavors through negative references and/or other  
5 means. Class actions provide the class members who are not named in the  
6 complaint with a type of anonymity that allows for the vindication of their  
7 rights at the same time as their privacy is protected.

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

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

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

- 26 (a) The questions of law and fact common to the Class predominate over any  
27 question affecting only individual members;
- 28 (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 amount sufficient to adequately compensate the members of the Class for the injuries sustained;

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

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

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

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

30. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices.

1 To the extent that any further notices may be required, Plaintiffs would contemplate the use of  
2 additional techniques and forms commonly used in class actions, such as published notice, e-mail  
3 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the  
4 Class and deemed necessary and/or appropriate by the Court.

### 5 **FIRST CAUSE OF ACTION**

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

7 31. Plaintiffs incorporate by reference and re-allege as if fully stated herein the  
8 foregoing paragraphs of this Complaint.

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

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

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

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

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

26 37. By failing to keep adequate time records required by California Labor Code §  
27 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
28 compensation due Plaintiffs and the Class.

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

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

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

## SECOND CAUSE OF ACTION

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

41. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

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

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

1 are regularly required to work overtime hours.

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

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

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

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

### 19 **THIRD CAUSE OF ACTION**

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

21 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein the  
22 foregoing paragraphs of this Complaint.

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

1 Labor Code § 226.7 for an employer to require any employee to work during any meal period  
2 mandated under any Wage Order.

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

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

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

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

14 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein the  
15 foregoing paragraphs of this Complaint.

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

25 56. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the  
26 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.  
27 By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above  
28 (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted

rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

57. 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.

### **FIFTH CAUSE OF ACTION**

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

58. Plaintiffs incorporate by reference and re-allege 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 Plaintiffs 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, Plaintiffs 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. Plaintiffs and the Class they represent are 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. Plaintiffs incorporate by reference and re-allege 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

1 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in  
2 which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

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

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

#### 24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein the  
27 foregoing paragraphs of this Complaint.

28 70. At all material times set forth herein, California Labor Code § 226(a) provides that

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

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

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

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

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

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

76. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of

attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

**EIGHTH CAUSE OF ACTION**

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

77. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

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

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

**Failure to Pay Minimum Wages**

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

///

1 **Failure to Pay Overtime Wages**

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

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

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

10 **Failure to Provide Meal Periods**

11 85. Defendants' failure to provide meal periods in accordance with California Labor  
12 Code §§ 226.7 and 512, and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
13 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§  
14 17200, *et seq.*

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

16 86. Defendants' failure to authorize and permit rest periods in accordance with  
17 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes  
18 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code  
19 §§ 17200, *et seq.*

20 **Failure to Indemnify Necessary Business Expenses**

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

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

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

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

5           90. Plaintiffs and the Class Members suffered monetary injury as a direct result of  
6 Defendants' wrongful conduct.

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

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

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

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

28           95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and

1 putative Class Members are entitled to restitution of the wages withheld and retained by  
2 Defendants during a period that commences four years prior to the filing of this complaint; a  
3 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class  
4 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and  
5 other applicable laws; and an award of costs.

## 6 **NINTH CAUSE OF ACTION**

### 7 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of** 8 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

9 96. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing  
10 paragraphs of this Complaint.

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

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

20 99. Plaintiffs have exhausted their administrative remedies pursuant to California Labor  
21 Code § 2699.3. On June 23, 2024, they gave written notice by online filing to the Labor and  
22 Workforce Development Agency and by certified mail to Defendants of the specific provisions of  
23 the Labor Code that Defendants have violated against Plaintiffs and certain current and former  
24 Aggrieved Employees, including the facts and theories to support the violations. Plaintiffs also paid  
25 the filing fee. Plaintiffs' PAGA case number is LWDA-CM-1035919-24.

26 100. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and  
27 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor  
28 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to

1 recover penalties under California Labor Code § 2699 pursuant to California Labor Code § 2699.3  
2 for the violations of the Labor Code described in this Complaint. These penalties include, but are  
3 not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

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

26 103. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award  
27 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees  
28 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown

1 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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

5 **PRAYER FOR RELIEF**

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

8 **Class Certification**

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

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

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

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

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

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

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

21 7. For liquidated damages;

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

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

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

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

- 1           11.     For general unpaid wages at overtime wage rates as may be appropriate;
- 2           12.     For pre-judgment interest on any unpaid overtime compensation commencing from
- 3 the date such amounts were due;
- 4           13.     For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 5 California Labor Code § 1194(a); and
- 6           14.     For such other and further relief as the Court may deem equitable and appropriate.

7                               As to the Third Cause of Action

- 8           15.     That the Court declare, adjudge, and decree that Defendants violated California
- 9 Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders;
- 10          16.     For unpaid meal period premium wages as may be appropriate;
- 11          17.     For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;
- 13          18.     For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 14 and for costs of suit incurred herein; and
- 15          19.     For such other and further relief as the Court may deem equitable and appropriate.

16                               As to the Fourth Cause of Action

- 17          20.     That the Court declare, adjudge, and decree that Defendants violated California
- 18 Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders;
- 19          21.     For unpaid rest period premium wages as may be appropriate;
- 20          22.     For pre-judgment interest on any unpaid compensation commencing from the date
- 21 such amounts were due;
- 22          23.     For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 23 and for costs of suit incurred herein; and
- 24          24.     For such other and further relief as the Court may deem equitable and appropriate.

25                               As to the Fifth Cause of Action

- 26          25.     That the Court declare, adjudge, and decree that Defendants violated California
- 27 Labor Code § 2802 and the applicable IWC Wage Orders;
- 28

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

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

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

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

7                               As to the Sixth Cause of Action

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

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

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

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

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

17                               As to the Seventh Cause of Action

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

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

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

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

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

26                               As to the Eighth Cause of Action

27          40.    That the Court declare, adjudge, and decree that Defendants violated California  
28 Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked

(including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

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

2                                 As to all Causes of Action

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

4  
5     Dated: August 28, 2024

Respectfully submitted,

6                                 **MOON LAW GROUP, PC**

7  
8                                 By: 

Kane Moon  
Allen Feghali  
Charlotte Mikat-Stevens  
*Attorneys for Plaintiffs*

9  
10  
11                                 **DEMAND FOR JURY TRIAL**

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

13  
14     Dated: August 28, 2024

**MOON LAW GROUP, PC**

15  
16                                 By: 

Kane Moon  
Allen Feghali  
Charlotte Mikat-Stevens  
*Attorneys for Plaintiffs*

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 725 S. Figueroa St., 31<sup>st</sup> Floor, Los  
7 Angeles, California 90017. On **August 28, 2024**, I served the foregoing document described as:

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

9 X by placing \_\_\_\_ the original X a true copy thereof enclosed in sealed envelope(s) addressed as  
10 follows:

11 **Richard Teasta**  
12 Dan Prendergast  
13 190 Newport Center Drive,  
14 Newport Beach, CA 92660

15 ***Agents for Defendants***

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

24 X (State) I declare under penalty of perjury under the laws of the State of  
25 California that the above is true and correct.

26 Executed on **August 28, 2024**, at Los Angeles, California.

27 Jessica Partida  
28 Name

/s/ Jessica Partida  
Signature