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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

FRANCISCO PEREZ, OSCAR ZARAGOZA,
and NIYOM CHETCHEUTH, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

SERVICE CHAMPIONS, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 30-2024-01396861-CU-OE-CXC

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Pay All Sick Time (Cal. Lab. Code §§ 246);
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. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs Francisco Perez, Oscar Zaragoza, and Niyom Chetcheuth (“Plaintiffs”), on
2 information and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendant Service Champions, LLC and DOES 1
5 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
6 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
7 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
8 authorize and permit rest periods, failure to provide all legally required paid sick days at the legal
9 rate, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
10 indemnify employees for expenditures.

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

17 3. Plaintiff brings the Tenth Cause of Action as a representative action under the Labor
18 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil
19 penalties that are owed to Plaintiff, the State of California, and past and present non-exempt
20 employees employed by Defendant in the State of California during the statute of limitations period
21 for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

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

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1 5. Despite these requirements, throughout the statutory period, Defendants have, at times:

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

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

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7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class. 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 Francisco Perez is a resident of Banning, California, who worked for Defendants in Orange County, California as an hourly-paid, non-exempt employee from approximately February 2020 to approximately present.

9. Plaintiff Oscar Zaragoza is a resident of Menifee, California, who worked for Defendants in Orange County, California as an hourly-paid, non-exempt employee from approximately February 2018 to approximately April 2024.

10. Plaintiff Niyom Chetcheuth is a resident of Long Beach, California, who worked for Defendants in Brea, California, as an hourly-paid, non-exempt employee from approximately September 2022 to approximately September 2024.

11. 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

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Service Champions, LLC is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including Orange County; and,
- (b) The former employer of Plaintiffs, and the current and/or former employer of the putative Class because Defendant suffered and permitted Plaintiffs and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs and the Class, thereby creating a common law employment relationship.

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

7 14. At all times mentioned herein, the 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 the Plaintiffs and the Class in the State of California.

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

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

24 16. Plaintiff Francisco Perez worked for Defendants in Orange County, California as an
25 hourly-paid, non-exempt employee from approximately February 2020 to approximately present.
26 Plaintiff Oscar Zaragoza worked for Defendants in Orange County, California as an hourly-paid,
27 non-exempt employee from approximately February 2018 to approximately April 2024. Plaintiff
28 Niyom Chetcheuth worked for Defendants in Brea, California, as an hourly-paid, non-exempt

1 employee from approximately September 2022 to approximately September 2024. During
2 Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified
3 them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five
4 days in a workweek and at least eight hours per day, but Plaintiffs also worked more than eight
5 hours in a workday and more than forty (40) hours in a workweek.

6 17. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
7 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
8 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
9 to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
10 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
11 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

12 18. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and the
13 Class, or some of them, for all hours worked, including minimum, straight time, and overtime
14 wages. Defendants would, at times, manufacture time keeping records to falsely show that
15 Plaintiffs and the Class took meal periods when in fact they worked "off-the-clock,"
16 uncompensated. The effect is that Plaintiffs and the Class, or some of them, worked through meal
17 periods "off-the-clock," and continued to work after they had clocked out for the workday.
18 Defendants paid Plaintiffs and the Class, or some of them, less than all their work time. Much of
19 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
20 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Class, or some
21 of them, worked.

22 19. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs and
23 the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiffs
24 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
25 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
26 compensating Plaintiffs and the Class, or some of them, for all missed meal periods that were not
27 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
28 to assert control over Plaintiffs and the Class, or some of them, by requiring, pressuring, or

1 encouraging them to perform work tasks which could not be completed without working in lieu of
2 taking mandatory meal periods, or by denying Plaintiffs and the Class, or some of them, permission
3 to take a meal period. Defendants also failed, at times, to permit Plaintiffs to take a second meal
4 period when Plaintiffs worked at least ten hours of work in a workday. As described above,
5 Defendants would manufacture time keeping records to falsely show that Plaintiffs and the Class,
6 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
7 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal
8 periods to Plaintiffs and the Class, or some of them, in compliance with California law.

9 20. Throughout the statutory period, Defendants have, at times, wrongfully failed to
10 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest
11 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four
12 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
13 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
14 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not
15 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
16 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
17 could not be completed without working in lieu of taking mandatory rest periods, or by denying
18 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
19 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in
20 compliance with California law.

21 21. Throughout the statutory period, Defendants have, at times, failed in their obligation to
22 provide Plaintiff and the Class, or some of them, the legally required paid sick days at the legal
23 rate, including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such,
24 Defendants paid sick time below the “regular rate of pay” as required by Labor Code §§ 246(l) (1-
25 2).

26 22. Throughout the statutory period, Defendants, at times, willfully failed and refused to
27 timely pay Plaintiffs and the Class, or some of them, all final wages due at their termination of
28 employment. In addition, Plaintiffs’ final paychecks did not include payment for all expenditures,

1 minimum wages, straight time wages, overtime wages, sick pay wages, meal period premium
2 wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of
3 Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs'
4 final wages when Plaintiffs' employment terminated was not a single, isolated incident, but was
5 instead consistent with Defendants' practices that applied, at times, to Plaintiffs and the Class.

6 23. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and
7 the Class, or some of them, with accurate, itemized wage statements showing all applicable hourly
8 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
9 periods that were not provided in accordance with California law, and correct wages for rest
10 periods that were not authorized and permitted to take in accordance with California law). As a
11 result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class, or some
12 of them, suffered injury because, among other things:

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum, straight time, overtime, sick pay wages, meal period premium,
15 and rest period premium wages, even though they were entitled;
- 16 (b) the violations led them to believe that they had been paid the minimum,
17 straight time, overtime, sick pay wages, meal period premium, and rest
18 period premium wages, even though they had not been;
- 19 (c) the violations led them to believe they were not entitled to be paid minimum,
20 straight time, overtime, sick pay wages, meal period premium, and rest
21 period premium wages at the correct California rate even though they were
22 entitled;
- 23 (d) the violations led them to believe they had been paid minimum, straight time,
24 overtime, sick pay wages, meal period premium, and rest period premium
25 wages at the correct California rate even though they had not been;
- 26 (e) the violations hindered them from determining the amounts of minimum,
27 straight time, overtime, sick pay wages, meal period premium, and rest
28 period premium wages owed to them;

- 1 (f) in connection with their employment before and during this action, and in
2 connection with prosecuting this action, the violations caused them to have
3 to perform mathematical computations to determine the amounts of wages
4 owed to them, computations they would not have to make if the wage
5 statements contained the required accurate information;
- 6 (g) by understating the wages truly due to them, the violations caused them to
7 lose entitlement and/or accrual of the full amount of Social Security,
8 disability, unemployment, and other governmental benefits;
- 9 (h) the wage statements inaccurately understated the wages, hours, and wage
10 rates to which Plaintiffs and the Class, or some of them, were entitled, and
11 Plaintiffs and the Class, or some of them, were paid less than the wages and
12 wage rates to which they were entitled.

13 Thus, Plaintiffs and the Class, or some of them, are owed the amounts provided for in California
14 Labor Code § 226(e).

15 24. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and
16 the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties
17 for Defendants. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary
18 employment-related expenses.

19 25. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct result
20 of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and
21 the Class, or some of them, for these employment-related expenses.

22 **CLASS ACTION ALLEGATIONS**

23 26. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
24 persons similarly situated, and thus, seeks class certification under California Code of Civil
25 Procedure § 382.

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

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1 28. The proposed Class consists of and is defined as:

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

6 29. At all material times, Plaintiffs were members of the Class.

7 30. Plaintiffs undertake this concerted activity to improve the wages and working
8 conditions of all Class Members.

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

- 11 (a) Numerosity: The members of the Class (and each subclass, if any) are so
12 numerous that joinder of all members would be unfeasible and impractical.
13 The membership of the entire Class is unknown to Plaintiffs at this time;
14 however, the Class is estimated to be greater than forty (40) individuals and
15 the identity of such membership is readily ascertainable by inspection of
16 Defendants' records.
- 17 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
18 the interests of each Class Member with whom there is a shared, well-
19 defined community of interest, and Plaintiffs' claims (or defenses, if any)
20 are typical of all Class Members' claims as demonstrated herein.
- 21 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
22 the interests of each Class Member with whom there is a shared, well-
23 defined community of interest and typicality of claims, as demonstrated
24 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
25 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
26 rules governing class action discovery, certification, and settlement.
27 Plaintiffs have incurred, and throughout the duration of this action, will
28 continue to incur costs and attorneys' fees that have been, are, and will be
 necessarily expended for the prosecution of this action for the substantial

benefit of each class member.

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

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

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

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

- (a) Failed to properly calculate the “regular rate of pay” for purposes of paying overtime and sick pay wages to the members of the Class;
- (b) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (c) Failed to provide meal periods and pay meal period premium wages to Class

Members;

- (d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to indemnify Class Members for expenditures; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of its illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an 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 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.

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

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

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

37. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay Plaintiffs and the Class, or some of them, compensation for all hours they worked. By Defendants' failure to pay compensation for each hour worked as alleged above, Defendants willfully violated

1 the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which
2 require such compensation to non-exempt employees.

3 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time
4 wages for all non-overtime hours worked for Defendants.

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

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

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

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

16 43. California Labor Code § 204 requires employers to provide employees with all wages
17 due and payable twice a month. Throughout the statute of limitations period applicable to this cause
18 of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law,
19 including minimum and straight time wages. However, Defendants failed and refused to pay
20 Plaintiffs and the Class, or some of them, all such wages due and failed to pay those wages twice
21 a month.

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

25 **SECOND CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Pay Overtime Wages)**

27 45. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
28 through 34 in this Complaint.

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

4 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall not
5 be employed more than eight hours in any workday unless they receive additional compensation
6 beyond their regular wages in amounts specified by law. Additionally, California Labor Code §
7 1198 states that the employment of an employee for longer hours than those fixed by the IWC is
8 unlawful.

9 48. At all times relevant hereto, Plaintiffs and the Class, or some of them, have at times
10 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
11 employees of Defendants.

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

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

20 51. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
21 have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and
22 the Class.

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

55. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs and the Class, or some of them, with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal 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 additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

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1 **FOURTH CAUSE OF ACTION**

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

3 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
4 through 34 in this Complaint.

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

13 60. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs and
14 the Class, or some of them, to take rest breaks, regardless of whether employees worked more than
15 four hours in a workday. By Defendants' failure to permit and authorize Plaintiffs and the Class to
16 take rest periods as alleged above (or due to the fact that Defendants made it impossible or
17 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions
18 of California Labor Code § 226.7 and the applicable Wage Orders.

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

22 **FIFTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Pay all Sick Time)**

24 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
25 through 34 in this Complaint.

26 63. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
27 1198, and 1199 which provide that "[a]n employee who, on or after July 1, 2015, works in
28 California for the same employer for 30 or more days within a year from the commencement of

1 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
2 worked, beginning at the commencement of employment.”

3 64. At all times relevant herein, Defendants were required to properly pay Plaintiffs and the
4 Class for all sick time pursuant to California Labor Code § 246 and the applicable Wage Orders.

5 65. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be
6 “calculated in the same manner as the regular rate of pay for the workweek in which the employee
7 uses paid sick time, whether or not the employee actually works overtime in that workweek.”
8 Additionally, Labor Code § 246(1)(2) states that the paid sick time must be “calculated by dividing
9 the employee’s total wages, not including overtime premium pay, by the employee’s total hours
10 worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code § 246(i)
11 requires employers to “provide an employee with written notice that sets forth the amount of paid
12 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on
13 either the employee’s itemized wage statement described in Section 226 or in a separate writing
14 provided on the designated pay date with the employee’s payment of wages.”

15 66. Defendants failed in their obligation to provide Plaintiffs and the Class, or some of
16 them, the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246 (a), (b).
17 Plaintiffs and the Class, or some of them, were not paid at the correct “regular rate of pay.”

18 67. The forgoing policies and practices are unlawful and create an entitlement to recovery
19 by Plaintiffs and the Class in a civil action for the unpaid amount of wages, including interest
20 thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§ 246,
21 1192, 1194 et seq, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

22 **SIXTH CAUSE OF ACTION**

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

25 68. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
26 through 34 in this Complaint.

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

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

13 71. Defendants' failure to pay those Class members who are no longer employed by
14 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
15 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
16 202.

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

21 73. The Class is entitled to recover from Defendants their additionally accruing wages for
22 each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
23 pursuant to California Labor Code § 203.

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

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1 **SEVENTH CAUSE OF ACTION**

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

4 75. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
5 through 34 in this Complaint.

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

17 77. Defendants have, at times, intentionally and willfully failed to provide employees with
18 complete and accurate wage statements. The deficiencies include, among other things, the failure
19 to correctly identify the gross wages earned by Plaintiffs and the Class, or some of them, the failure
20 to list the true “total hours worked by the employee,” and the failure to list the true net wages
21 earned.

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

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

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80. 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.

81. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

82. 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 Failure to Indemnify Employees for Expenditures)

83. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 34 in this Complaint.

84. As set forth above, Plaintiffs and the Class, or some of them, were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

85. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

86. 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.

87. Plaintiffs and the Class are entitled to reasonable attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

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1 **NINTH CAUSE OF ACTION**

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

4 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
5 through 34 in this Complaint.

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

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

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

15 92. 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 and Straight Time Wages**

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

25 **Failure to Pay Overtime Wages**

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

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95. Defendants' failure to pay the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a) and (b) constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Business Expenses

98. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

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

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

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

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

105. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

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

106. Plaintiffs incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 34 in this Complaint.

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

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

8 109. Plaintiffs gave written notice by online filing pursuant to California Labor Code §
9 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
10 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
11 certain current and former Aggrieved Employees, or some of them, including the facts and theories
12 to support the violations. Plaintiffs also paid the filing fee. Plaintiffs’ PAGA case number is
13 LWDA-CM-1035144-24 (*Perez, et al. v. Service Champions, LLC*). The Labor and Workforce
14 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
15 violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties
16 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
17 this Complaint. These penalties include, but are not limited to, penalties under California Labor
18 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

19 110. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
20 of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved
21 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
22 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
23 by law.

24 111. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant
25 to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be
26 entitled to an award of reasonable attorney’s fees and costs.”
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1 **PRAYER FOR RELIEF**

2 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
3 the class claims, pray 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, Eighth and Ninth Causes of Action;

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

8 3. That counsel for Plaintiffs 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 Labor
11 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum
12 and straight time wages due;

13 5. For unpaid wages as may be appropriate;

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

16 7. For penalties, restitution, and liquidated damages pursuant to California Labor Code §
17 1197.1;

18 8. For liquidated damages;

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

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

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

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

26 12. For unpaid wages at overtime wage rates as may be appropriate;

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

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

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

4 As to the Third Cause of Action

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

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

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

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

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

13 As to the Fourth Cause of Action

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

16 22. For unpaid rest period premium wages as may be appropriate;

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

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

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

22 As to the Fifth Cause of Action

23 26. That the Court declare, adjudge, and decree that Defendants violated California Labor
24 Code §§ 246, 558, 1194.2, 1198, 1199, and the IWC Wage Orders;

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

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

27 As to the Sixth Cause of Action

28 29. That the Court declare, adjudge and decree that Defendants violated California Labor

1 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
2 termination of the employment;

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

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

6 32. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

8 As to the Seventh Cause of Action

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

12 35. For all actual damages, according to proof;

13 36. For statutory penalties pursuant to California Labor Code § 226(e);

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

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

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

18 As to the Eighth Cause of Action

19 40. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

21 41. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

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

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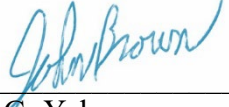
As to all Causes of Action

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

Respectfully submitted,

Dated: September 11, 2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: September 11, 2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiffs

PROOF OF SERVICE

Perez, et al. v. Service Champions, LLC
Orange County Case No.: 30-2024-01396861-CU-OE-CXC

I, Alondra Sanchez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017. My electronic service address is Alondra.sanchez@wilshirelawfirm.com.

On September 11, 2025, I served the foregoing, **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties below and by following the method of service as follows:

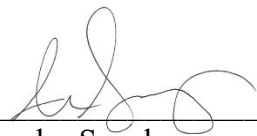
JASON W. KEARNAGHAN, SBN 207707
RAYMOND J. NHAN, SBN 306696
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**SHEPPARD, MULLIN, RICHTER
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Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on September 11, 2025, at San Diego, California.



Alondra Sanchez