

Thiago M. Coelho, SBN 324715
thiago.coelho@wilshirelawfirm.com
Lauren Lendzion, SBN 239184
lauren.lendzion@wilshirelawfirm.com
Jesenia A. Martinez, SBN 316969
jesenia.martinez@wilshirelawfirm.com
Patrick O'Connor, SBN 321978
patrick.oconnor@wilshirelawfirm.com
Jesse S. Chen, SBN 336294
jesse.chen@wilshirelawfirm.com
N. Nima Shamtoub, SBN 343853
nima.shamtoub@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff and the Putative Class

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

DARLA RAMOS, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

v.

GREENPOWER MOTOR COMPANY, INC.,
a Delaware Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVRS2401573

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

Judge: Hon. Kory Mathewson
Dept.: R12

Complaint filed: October 21, 2024
Trial date: Not Yet Set

1 Plaintiff Darla Ramos (“Plaintiff”), individually and on behalf of all others similarly
2 situated, and on behalf of the State of California and other aggrieved persons, on information and
3 belief, alleges as follows:

4 **I. INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant GreenPower Motor Company, Inc.
6 (“GreenPower”) and DOES 1 through 10 (collectively, “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
8 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
10 statements, failure to indemnify employees for expenditures, and failure to produce requested
11 employment records.

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

18 3. Plaintiff brings the Tenth Cause of Action individually and on behalf of the
19 Aggrieved Employees, meaning all persons who worked for Defendants in California as hourly
20 paid or non-exempt employees during the statute of limitations period applicable to the claim
21 pleaded herein.

22 4. Defendants own and operate a business within the State of California, including San
23 Bernardino County. As such and based upon all the facts and circumstances incident to Defendants’
24 business in California, Defendants are subject to the California Labor Code, Wage Orders issued
25 by the Industrial Welfare Commission (IWC), and the California Business & Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants have, at
27 times:
28

1 (a) Failed to pay employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor Code and IWC Wage
3 Orders;

4 (b) Failed to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate
6 records of all meal periods taken or missed, and failed to pay an additional hour's pay for each
7 workday a meal period violation occurred;

8 (c) Failed to authorize and permit employees to take timely and duty-free rest
9 periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an
10 additional hour's pay for each workday a rest period violation occurred;

11 (d) Willfully failed to pay employees all minimum wage, straight time wages,
12 overtime wages, meal period premium wages, and rest period premium wages due within the time
13 period specified by California law when employment terminates;

14 (e) Failed to provide employees with accurate, itemized wage statements
15 containing all the information required by the California Labor Code and IWC Wage Orders;

16 (f) Failed to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment; and

18 (g) Failed to timely produce requested employment records to employees as
19 required by the California Labor Code and IWC Wage Orders.

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

24 7. At all relevant times, Defendants were and are legally responsible for all the
25 unlawful conduct, policies, acts and omissions as described in each and all the foregoing
26 paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further,
27 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
28 the doctrine of respondeat superior.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff is a resident of Riverside, California. She worked for Defendants in San
4 Bernardino County, California as a Vehicle Licensing Specialist from approximately August 1,
5 2021, to approximately March 29, 2024.

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

9 **B. Defendants**

10 10. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that GreenPower is, and at all times herein mentioned, was:

12 (a) A Delaware corporation with its corporate headquarters and principal place
13 of business in British Columbia, Canada;

14 (b) A business entity conducting business in numerous counties throughout the
15 State of California, including San Bernardino County; and,

16 (c) The former employer of Plaintiff, and the current and/or former employer of
17 the Putative Class and Aggrieved Employees because GreenPower suffered and permitted Plaintiff,
18 the Class, and the Aggrieved Employees to work; and/or exercised control over their wages, hours,
19 or working conditions; and/or engaged Plaintiff, the Class, and the Aggrieved Employees, thereby
20 creating a common law employment relationship.

21 11. Plaintiff does not know the true names or capacities of the persons or entities sued
22 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious
23 names. Each of the Doe Defendants was in some manner legally responsible for the damages
24 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
25 amend this complaint to set forth the true names and capacities of these Defendants when they
26 have been ascertained, together with appropriate charging allegations, as may be necessary.

27 12. At all times mentioned herein, the Defendants named as DOES 1 through 10,
28 inclusive, and each of them, were residents of, doing business in, availed themselves of the

jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of California.

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

14. Defendants, and each of them, were at all relevant times the employer of Plaintiff, the Class, and Aggrieved Employees because, among other things:

- (a) GreenPower advertises itself as having a sales and administration office in Rancho Cucamonga, California, with US assembly taking place in Porterville, California.¹
- (b) As an employee of GreenPower, Plaintiff had a GreenPower email address with which she conducted business at darla.r@greenpowermotor.com. Her email also included a signature block that included her “Vehicle Licensing Specialist” title.
- (c) On approximately March 29, 2024, Plaintiff received an email titled “Letter on your employment” from Annette Billups, GreenPower’s HR Director.

¹ See <https://greenpowermotor.com/about-us/> (last visited Jan. 2, 2024).

1 **III. JURISDICTION AND VENUE**

2 15. This Court has subject matter jurisdiction over this action pursuant to California
3 Code of Civil Procedure section 410.10.

4 16. The Court has personal jurisdiction over Defendants because Plaintiff's, Class
5 Members', and Aggrieved Employees' claims arise out of Defendants' business activities
6 conducted in the State of California.

7 17. At all times mentioned herein, Defendants, inclusive, and each of them, were
8 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff,
9 the Class, and the Aggrieved Employees in the State of California.

10 18. Venue is appropriate in San Bernardino County, California because many of the acts
11 and omissions that give rise to the claims for relief alleged in this action took place in San
12 Bernardino County.

13 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 19. Plaintiff worked for Defendants in San Bernardino County, California as an hourly-
15 paid, non-exempt employee from approximately August 1, 2021, to approximately
16 March 29, 2024. During Plaintiff's employment with Defendants, Plaintiff held the title of Vehicle
17 Licensing Specialist. Throughout her employment, Defendants paid Plaintiff an hourly wage and
18 classified Plaintiff as non-exempt from overtime. Defendants repeatedly and frequently scheduled
19 Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also
20 worked more than eight hours in a workday and more than 40 hours in a workweek.

21 20. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
22 all hours worked (including minimum, straight time, and overtime wages), failed to provide
23 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
24 periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
25 employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff
26 for expenditures, and failed to produce requested employment records.

27 21. Throughout the statutory period, Defendants maintained a policy and practice of not
28 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including

1 minimum, straight time, and overtime wages. Defendants would, at times, manufacture time
2 keeping records to falsely show that Plaintiff, the Class, and the Aggrieved Employees took meal
3 periods when in fact they worked “off-the-clock,” uncompensated. The effect is that Plaintiff, the
4 Class, and the Aggrieved Employees worked through meal periods “off-the-clock,” and continued
5 to work after they had clocked out for the workday. Defendants paid Plaintiff, the Class, and the
6 Aggrieved Employees less than all their work time. Some of this unpaid work should have been
7 paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
8 accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

9 22. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
10 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants regularly
11 required Plaintiff, the Class, and the Aggrieved Employees to work in excess of five consecutive
12 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
13 hours of work, or without compensating Plaintiff, the Class, and the Aggrieved Employees for all
14 missed meal periods that were not provided by the end of the fifth hour of work or tenth hour of
15 work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved
16 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
17 be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff,
18 the Class, and the Aggrieved Employees permission to take a meal period. For instance, Plaintiff
19 almost never took an uninterrupted 30-minute meal period in the first five hours of work.
20 Additionally, as part of her job duties, Defendants required Plaintiff to travel offsite during the day
21 to the Department of Motor Vehicles, which happened regularly. Plaintiff would be met with
22 hostility if she did not complete her job duties offsite or if she did complete her job duties but
23 missed her meal period. Accordingly, Defendants’ policy and practice was to not provide meal
24 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

25 23. Throughout the statutory period, Defendants have, at times, wrongfully failed to
26 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant
27 rest periods. Defendants required Plaintiff, the Class, and the Aggrieved Employees to work in
28 excess of four consecutive hours a day without Defendants authorizing and permitting them to take

1 a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction
2 of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest
3 periods that were not authorized or permitted. Instead, Defendants continued to assert control over
4 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
5 to perform work tasks which could not be completed without working in lieu of taking mandatory
6 rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
7 rest period. Given the high volume of their workload, Plaintiff, the Class, and the Aggrieved
8 Employees felt pressured to continue working through their rest periods. Accordingly, Defendants
9 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods
10 in compliance with California law.

11 24. Throughout the statutory period, Defendants, at times, willfully failed and refused
12 to timely pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their
13 termination of employment. In addition, Plaintiff's final paycheck did not include payment for all
14 expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages,
15 and rest period premium wages owed to Plaintiff by Defendants at the conclusion of Plaintiff's
16 employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages
17 when Plaintiff's employment terminated was not a single, isolated incident, but was instead
18 consistent with Defendants' practices that applied, at times, to Plaintiff, the Class, and the
19 Aggrieved Employees.

20 25. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff, the
21 Class, and the Aggrieved Employees with accurate, itemized wage statements showing all
22 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct
23 wages for meal periods that were not provided in accordance with California law, and correct
24 wages for rest periods that were not authorized and permitted to take in accordance with California
25 law). As a result of these violations of California Labor Code section 226, subdivision (a), the
26 Plaintiff and some, but not necessarily all, of the Class suffered injury because, among other things:
27
28

1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
3 premium wages, even though they were entitled;

4 (b) the violations led them to believe that they had been paid the minimum wage,
5 straight time wages, overtime wages, meal period premium wages, and rest period premium wages,
6 even though they had not been;

7 (c) the violations led them to believe they were not entitled to be paid minimum
8 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
9 wages at the correct California rate even though they were entitled;

10 (d) the violations led them to believe they had been paid minimum wage,
11 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
12 at the correct California rate even though they had not been;

13 (e) the violations hindered them from determining the amounts of minimum
14 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
15 wages owed to them;

16 (f) in connection with their employment before and during this action, and in
17 connection with prosecuting this action, the violations caused them to have to perform
18 mathematical computations to determine the amounts of wages owed to them, computations they
19 would not have to make if the wage statements contained the required accurate information;

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

23 (h) the wage statements inaccurately understated the wages, hours, and wage
24 rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the
25 Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they
26 were entitled.

27 26. Thus, Plaintiff and some, but not necessarily all, of the Class are owed the amounts
28 provided for in California Labor Code section 226, subdivision (e).

27. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including without limitation, cell phone expenses.

28. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

29. Plaintiff sent written requests through Plaintiff's counsel to Defendants on April 11, 2024, May 14, 2024, and October 23, 2024, for Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to California Labor Code sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of sections 226 and 1198.5. On May 28, 2024, GreenPower produced some employment records for Plaintiff and records for another employee. However, Defendants failed to timely produce all the requested employment records including, but not limited to, any copies of time records, employment agreements, pay records, wage statements, timekeeping records, or employee policies.

V. CLASS ACTION ALLEGATIONS

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

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

32. The proposed Class consists of and is defined as:

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

1 33. At all material times, Plaintiff was a member of the Class.

2 34. Plaintiff undertakes this concerted activity to improve the wages and working
3 conditions of all Class Members.

4 35. There is a well-defined community of interest in the litigation and the Class is
5 readily ascertainable:

6 (a) Numerosity: The members of the Class (and each subclass, if any) are so
7 numerous that joinder of all members would be unfeasible and impractical. The membership of the
8 entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than
9 40 individuals and the identity of such membership is readily ascertainable by inspection of
10 Defendants' records.

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

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

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

25 (1) The interests of the members of the Class in individually controlling
26 the prosecution or defense of separate actions;

27 (2) The extent and nature of any litigation concerning the controversy
28 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.

36. 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 pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to provide Class Members with timely final wages;

(e) Failed to provide Class Members with accurate wage statements;

(f) Failed to indemnify Class Members for expenditures;

(g) Failed to produce requested employment records; and

(h) Violated California Business & Professions Code sections 17200, *et. seq.* as a result of their illegal conduct as described above.

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

1 (a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual Class Members;

3 (b) A class action is superior to any other available method for the fair and
4 efficient adjudication of the claims of the Class Members;

5 (c) The members of the Class are so numerous that it is impractical to bring all
6 members of the Class before the Court;

7 (d) Plaintiff, and the other members of the Class, will not be able to obtain
8 effective and economic legal redress unless the action is maintained as a class action;

9 (e) There is a community of interest in obtaining appropriate legal and equitable
10 relief for the statutory violations, and in obtaining adequate compensation for the damages and
11 injuries for which Defendants are responsible in an amount sufficient to adequately compensate
12 the members of the Class for the injuries sustained;

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

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

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

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

26 38. Plaintiff contemplates the eventual issuance of notice to the proposed members of
27 the Class that would set forth the subject and nature of the instant action. Defendants' own business
28 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, Plaintiff contemplates 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.

VI. CAUSES OF ACTION²

FIRST CAUSE OF ACTION

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

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 38 in this Complaint.

40. “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.

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

42. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

44. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and some, but not necessarily all, of the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, and which will be ascertained according to proof at trial.

² Unless otherwise stated, Plaintiff assert all causes of actions against all Defendants.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 48 in this Complaint.

1 52. At all times relevant hereto, Plaintiff and the Class have, at times, worked more than
2 eight hours in a workday and/or more than 40 hours in a workweek, as employees of Defendants.

3 53. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
4 overtime compensation for the hours they have worked in excess of the maximum hours
5 permissible by law as required by California Labor Code sections 510 and 1198.

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

11 55. By failing to keep adequate time records required by California Labor Code section
12 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of overtime
13 compensation due to Plaintiff and the Class.

14 56. Plaintiff and the Class also request recovery of overtime compensation according to
15 proof, interest, attorneys' fees and costs pursuant to California Labor Code section 1194,
16 subdivision (a), as well as the assessment of any statutory penalties against Defendants, in a sum
17 as provided by the California Labor Code and/or other statutes.

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

23 **THIRD CAUSE OF ACTION**

24 **(Failure to Provide Meal Periods)**

25 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
26 1 through 57 in this Complaint.

27 59. Under California law, Defendants have an affirmative obligation to relieve the
28 Plaintiff and the Class of all duties in order to take their first daily meal periods no later than at the

1 end of Plaintiff and the Class's fifth hour of work in a workday, and to take their second meal
2 periods no later than at the end of the tenth hour of work in the workday. California Labor Code
3 section 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid
4 meal periods of at least 30 minutes for each five-hour period worked. It is a violation of California
5 Labor Code section 226.7 for an employer to require any employee to work during any meal period
6 mandated under any Wage Order.

7 60. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
8 and the Class with both meal periods as required by California law. By their failure to permit and
9 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
10 Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods),
11 Defendants willfully violated the provisions of California Labor Code section 226.7 and the
12 applicable Wage Orders.

13 61. Under California law, Plaintiff and the Class are entitled to be paid one hour of
14 additional wages for each workday they were not provided with all required meal period(s), plus
15 interest thereon.

16 **FOURTH CAUSE OF ACTION**

17 **(Failure to Authorize and Permit Rest Periods)**

18 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
19 1 through 61 in this Complaint.

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

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

65. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 65 in this Complaint.

67. At all times herein set forth, California Labor Code sections 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 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

69. Defendants' failure to pay the Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

71. Pursuant to California Labor Code section 203, some of the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum.

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

SIXTH CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

73. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 72 in this Complaint.

74. At all material times set forth herein, California Labor Code section 226, subdivision (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.

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

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

3 76. As a result of Defendants’ violation of California Labor Code section 226,
4 subdivision (a), Plaintiff and the Class have suffered injury and damage to their statutorily
5 protected rights.

6 77. Specifically, Plaintiff and the Class have been injured by Defendants’ intentional
7 violation of California Labor Code subdivision 226, subdivision (a) because Plaintiff and the Class
8 were denied both their legal right to receive, and their protected interest in receiving, accurate,
9 itemized wage statements under section 226, subdivision (a).

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

15 79. Plaintiff and the Class are entitled to recover from Defendants the greater of their
16 actual damages caused by Defendants’ failure to comply with California Labor Code section 226,
17 subdivision (a), or an aggregate penalty not exceeding four thousand U.S. dollars (\$4,000) per
18 employee.

19 80. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
20 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
21 section 226, subdivision (h).

22 **SEVENTH CAUSE OF ACTION**

23 **(Failure to Indemnify Employees for Expenditures)**

24 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 80 in this Complaint.

26 82. As set forth above, Plaintiff and the Class were required to incur substantial
27 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
28 obedience to directions of Defendants.

EIGHTH CAUSE OF ACTION

(Failure to Produce Requested Employment Records)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 85 in this Complaint.

87. Pursuant to California Labor Code section 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

88. Pursuant to California Labor Code section 1198.5, subdivision (a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than 30 calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty of seven hundred fifty U.S. dollars (\$750), pursuant to Labor Code section 1198.5, subdivision (k) and section 226, subdivision (f).

89. As set forth above, Plaintiff and the Class are current and former employees of Defendants.

90. Plaintiff sent written requests through Plaintiff's counsel to Defendants on April 11, 2024, May 14, 2024, and October 23, 2024, for Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code sections 226 and 1198.5. On May 28, 2024, Defendant produced some employment records for Plaintiff and records for another employee. Defendants failed to timely produce all the requested employment records including, but not limited to, any copies of time records, employment agreements, pay records, wage statements, timekeeping records, or employee policies.

91. Defendants violated California Labor Code sections 226, and 1198.5 by failing to timely produce the required records requested by Plaintiff.

92. On information and belief, Defendants' failure to provide Plaintiff with Plaintiff's requested employment records is not an isolated incident but was instead consistent with Defendants' practice that applied to Plaintiff and the Class.

93. Pursuant to California Labor Code section 1198.5, Plaintiff and the Class are entitled to a penalty of seven hundred fifty U.S. dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

94. Pursuant to California Labor Code section 226, Plaintiff and the Class are entitled to a penalty of seven hundred fifty U.S. dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

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

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 94 in this Complaint.

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

97. 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

1 to enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure section 1021.5.

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

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

12 **Failure to Pay Minimum and Straight Time Wages**

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

16 **Failure to Pay Overtime Wages**

17 101. Defendants' failure to pay overtime compensation and other benefits in violation of
18 California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity
19 prohibited by California Business & Professions Code sections 17200, *et seq.*

20 **Failure to Provide Meal Periods**

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

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

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

Failure to Indemnify Business Expenses

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

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

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

107. Plaintiff, 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 Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

108. Plaintiff, 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.

109. Plaintiff, 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 because of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, 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.

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

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

TENTH CAUSE OF ACTION

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

112. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 111 in this Complaint.

113. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

114. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3."

115. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code section 2699.3. On or about June 20, 2024, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations.

1 Plaintiff also paid the filing fee on or about June 20, 2024. Plaintiff's PAGA case number is
2 LWDA-CM-1035037-24.

3 116. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
4 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
5 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
6 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
7 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
8 section 2699, subdivision (a), Plaintiff, for herself and all current and former Aggrieved
9 Employees, seeks recovery of any and all applicable civil penalties for Defendants' violation of
10 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

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

20 118. During the time period of employment for Plaintiff and the Aggrieved Employees,
21 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
22 failing to maintain accurate records showing meal periods, and accurate records showing when
23 employees begin and end each work period. Defendants' failure to provide and maintain records
24 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
25 Employees the ability to know, understand and question the accuracy and frequency of meal
26 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
27 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
28 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the

Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

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

VII. PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;

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

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

8. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code section 226, subdivision (f) and section 1198.5, subdivision (k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code sections 226, subdivision (h) and section 1198.5, subdivision (l);

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

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

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

49. 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 sections 17200, *et seq.*;

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

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

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

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

54. For all civil penalties pursuant to California Labor Code section 2699, *et seq.*, and all other applicable Labor Code provisions;

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

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

As to all Causes of Action

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

Dated: January 3, 2025

Respectfully submitted,



Thiago M. Coelho

Lauren Lenzion

Jesenia A. Martinez

Patrick O'Connor

Jesse S. Chen

N. Nima Shamtoub

WILSHIRE LAW FIRM, PLC

Attorneys for Plaintiff and the Putative Class

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Dated: January 3, 2025

Thiago M. Coelho
Lauren Lendzion
Jesenia A. Martinez
Patrick O'Connor
Jesse S. Chen
N. Nima Shamtoub
WILSHIRE LAW FIRM, PLC
Attorneys for Plaintiff and the Putative Class

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137