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**FILED**

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SHASTA COUNTY SUPERIOR COURT  
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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SHASTA**

11  
12 VICTOR ANTHONY GUERRA, individually,  
and on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15  
16 KNAUF INSULATION, INC., a California  
corporation; and DOES 1 through 10, inclusive,

17 Defendants  
18  
19  
20  
21  
22

Case No.: 24CV-0206404

**THIRD AMENDED CLASS AND PAGA  
REPRESENTATIVE COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
3. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
4. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
8. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

**DEMAND FOR JURY TRIAL**

BY FAX

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Knauf Insulation, Inc. and Does 1  
6 through 10 (collectively referred to as “Defendants”) for California Labor Code violations, unfair  
7 business practices, and civil penalties under the Private Attorneys General Act of 2004,  
8 California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for  
9 all hours worked (including minimum wages and straight time wages), failure to provide meal  
10 periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours  
11 worked and meal periods, failure to timely pay all wages to terminated employees, failure to  
12 indemnify necessary business expenses, and failure to furnish accurate wage statements.

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

19 3. Plaintiff brings the Eighth Cause of Action as a private attorneys general on behalf  
20 of the California Labor and Workforce Development Agency (“LWDA”). As such, with respect  
21 to the Eighth Cause of Action, Plaintiff alleges claims on behalf of himself individually as well  
22 as representative claims on behalf of the LWDA and other certain current and former employees  
23 of Defendants.

24 4. For over 50 years, California’s courts and legislature have recognized that this  
25 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.  
26 Wages are not ordinary debts. Because of the economic position of the average worker and his  
27 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so  
28 that employees are promptly paid the minimum/overtime wages that the Legislature has required

1 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has  
2 criminalized certain types of violations. In extending extra protection to deter violations of these  
3 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or  
4 other damages with respect to the Eighth Cause of Action, other than civil penalties—California  
5 has enacted the PAGA to permit an individual to bring an action on behalf of himself and on  
6 behalf of others for PAGA penalties only, which is the precise and sole nature of this action.

7 5. All California employees during the relevant statutes of limitations who performed  
8 work for Knauf Insulation, Inc. and have been harmed by Defendants’ illegal practices are  
9 referred to as “Aggrieved Employees.”

10 6. Plaintiff brings the Eighth Cause of Action against Defendants seeking only to  
11 recover penalties for himself, on behalf of all Aggrieved Employees that worked for Defendants,  
12 and on behalf of the State of California. Plaintiff does not seek to recover anything other than  
13 penalties as permitted by California Labor Code Section 2699 at this time, with respect to the  
14 Eighth Cause of Action. To the extent that statutory violations are mentioned for wage violations,  
15 Plaintiff does not seek underlying general and/or special damages for those violations with  
16 respect to the Eighth Cause of Action, but simply penalties as permitted by California Labor  
17 Code Section 2699, declaratory relief, and injunctive relief for himself and all Aggrieved  
18 Employees as permitted by the PAGA.

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

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

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

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

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

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

**THE PARTIES**

**A. Plaintiff**

11. Plaintiff is a California resident who worked for Defendants in the County of Shasta, State of California, as a production associate from approximately January 2024 to March 2024.

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

**B. Defendants**

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

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

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

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

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

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

15           17. Plaintiff is a California resident who worked for Defendants in the County of  
16 Shasta, State of California during the statutory period. Plaintiff was typically scheduled to work  
17 at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

18           18. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours  
19 worked (including minimum wages and overtime wages), failed to provide Plaintiff with  
20 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest  
21 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all  
22 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish  
23 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for  
24 Defendants was typical and illustrative.

25           19. Throughout the statutory period, Defendants maintained a policy and practice of  
26 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked. Plaintiff, the  
27 Class, and the Aggrieved Employees were required to work "off the clock" and uncompensated.  
28 For example, Plaintiff, the Class, and the Aggrieved Employees were required to wait in line in

1 order to clock into work, off the clock and uncompensated. Also, Plaintiff, the Class, and the  
2 Aggrieved Employees were required to clean after clocking out of work, off the clock and  
3 uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees did not receive their  
4 final paychecks at the time of termination, leading to waiting time penalties. Also, Plaintiff, the  
5 Class, and the Aggrieved Employees were required to use personal cellular telephones to speak  
6 to Defendants and customers while off the clock, and uncompensated. Also, Plaintiff, the Class,  
7 and the Aggrieved Employees were required to submit their timesheets while off the clock,  
8 uncompensated. . Also, Plaintiff, the Class, and the Aggrieved Employees' meal breaks were  
9 sometimes interrupted, without compensation. Also during the statutory period, Plaintiff, the  
10 Class, and the Aggrieved Employees received non-discretionary bonuses and other remuneration.  
11 However, Defendants failed to incorporate all remuneration when calculating the correct meal  
12 break premium rate of pay and sick day rate of pay, leading to underpayment to Plaintiff, the  
13 Class, and the Aggrieved Employees.

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

27         21. Throughout the statutory period, Defendants have wrongfully failed to authorize  
28 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest

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

17         22. Throughout the statutory period, Defendants wrongfully required Plaintiff, the  
18 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of  
19 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the  
20 Aggrieved Employees were required to use of personal cellular telephones for work purposes, to  
21 submit timesheets and to communicate, without reimbursement. Also, Plaintiff, the Class, and the  
22 Aggrieved Employees were required to purchase supplies for customers, and were not  
23 reimbursed for vehicle reimbursement or those supplies.

24         23. Throughout the statutory period, Defendants willfully failed and refused to timely  
25 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all  
26 wages for all minimum wages, overtime wages, meal period premium wages, and rest period  
27 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved  
28 Employees their final paychecks immediately upon termination.

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

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

- 1 (g) by understating the wages truly due them, the violations caused them to  
2 lose entitlement and/or accrual of the full amount of Social Security,  
3 disability, unemployment, and other governmental benefits;  
4 (h) the wage statements inaccurately understated the wages, hours, and wages  
5 rates to which Plaintiff, the Class, and the Aggrieved Employees were  
6 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid  
7 less than the wages and wage rates to which they were entitled.

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

10 **CLASS ACTION ALLEGATIONS**

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

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

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

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

20 28. At all material times, Plaintiff was a member of the Class.

21 29. Plaintiff undertakes this concerted activity to improve the wages and working  
22 conditions of all Class Members.

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

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

1                   however, the Class is estimated to be greater than 100 individuals and the  
2                   identity of such membership is readily ascertainable by inspection of  
3                   Defendants' records.

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

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

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

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

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

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

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

28 32. This Court should permit this action to be maintained as a class action pursuant to

1 California Code of Civil Procedure § 382 because:

- 2 (a) The questions of law and fact common to the Class predominate over any
- 3 question affecting only individual members;
- 4 (b) A class action is superior to any other available method for the fair and
- 5 efficient adjudication of the claims of the members of the Class;
- 6 (c) The members of the Class are so numerous that it is impractical to bring all
- 7 members of the class before the Court;
- 8 (d) Plaintiff, and the other members of the Class, will not be able to obtain
- 9 effective and economic legal redress unless the action is maintained as a
- 10 class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and
- 12 equitable relief for the statutory violations, and in obtaining adequate
- 13 compensation for the damages and injuries for which Defendants are
- 14 responsible in an amount sufficient to adequately compensate the members
- 15 of the Class for the injuries sustained;
- 16 (f) Without class certification, the prosecution of separate actions by
- 17 individual members of the class would create a risk of:
  - 18 1) Inconsistent or varying adjudications with respect to individual
  - 19 members of the Class which would establish incompatible standards
  - 20 of conduct for Defendants; and/or
  - 21 2) Adjudications with respect to the individual members which would,
  - 22 as a practical matter, be dispositive of the interests of other
  - 23 members not parties to the adjudications, or would substantially
  - 24 impair or impede their ability to protect their interests, including but
  - 25 not limited to the potential for exhausting the funds available from
  - 26 those parties who are, or may be, responsible Defendants; and
- 27 (g) Defendants have acted or refused to act on grounds generally applicable to
- 28 the Class, thereby making final injunctive relief appropriate with respect to

1 the class as a whole.

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

9 **FIRST CAUSE OF ACTION**

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

11 34. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
12 though fully set forth herein.

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

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

21 37. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all  
22 non-overtime hours worked for Defendants.

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

25 39. By virtue of the Defendants' unlawful failure to pay additional compensation to  
26 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class  
27 suffered, and will continue to suffer, damages in amounts which are presently unknown to  
28

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

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

6 41. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are  
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum  
8 wages.

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

15 43. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum  
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§  
17 218.5, 218.6, and 1194(a).

## 18 **SECOND CAUSE OF ACTION**

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

20 44. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
21 though fully set forth herein.

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

violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

46. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class 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 Section 226.7 of the California Labor Code and the applicable Wage Orders.

47. Under California law, Plaintiff 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.

### **THIRD CAUSE OF ACTION**

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

48. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

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

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

1 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of  
2 the California Labor Code and the applicable Wage Orders.

3 51. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
4 premium wages rate for each workday he or she was not provided with all required rest break(s),  
5 plus interest thereon.

#### 6 **FOURTH CAUSE OF ACTION**

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

8 52. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
9 though fully set forth herein.

10 53. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by  
11 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and  
12 losses incurred in direct consequence of the discharge of their duties or of their obedience to  
13 directions of Defendants.

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

16 55. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and  
17 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section  
18 2802(b).

#### 19 **FIFTH CAUSE OF ACTION**

##### 20 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 21 **Penalties)**

22 56. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
23 though fully set forth herein.

24 57. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if  
25 an employer discharges an employee, the wages earned and unpaid at the time of discharge are  
26 due and payable immediately, and that if an employee voluntarily leaves his or her employment,  
27 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,  
28

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

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

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

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

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

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

### 23 **SIXTH CAUSE OF ACTION**

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

26 63. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
27 though fully set forth herein.

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

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

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

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

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

68. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff 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.

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

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

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

3 **SEVENTH CAUSE OF ACTION**

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

6 71. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as  
7 though fully set forth herein.

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

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

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

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

23 **Failure to Pay Minimum Wages**

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

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

28 77. Defendants' failure to maintain accurate records of all hours worked in accordance

1 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or  
2 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Provide Meal Periods**

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

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

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

11 **Failure to Indemnify Necessary Business Expenses**

12 80. Defendants' failure to indemnify employees for necessary business expenses in  
13 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,  
14 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§  
15 17200, *et seq.*

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

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

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

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

26 84. Plaintiff, individually, and on behalf of members of the putative Class, is entitled  
27 to, and do, seek such relief as may be necessary to disgorge money and/or property which the  
28 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by

1 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and  
2 the Class are not obligated to establish individual knowledge of the wrongful practices of  
3 Defendants in order to recover restitution.

4 85. Plaintiff, individually, and on behalf of members of the putative Class, are further  
5 entitled to and do seek a declaration that the above described business practices are unfair,  
6 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,  
7 from engaging in any of the above-described unfair, unlawful and/or fraudulent business  
8 practices in the future.

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

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

19 88. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff  
20 and putative Class Members are entitled to restitution of the wages withheld and retained by  
21 Defendants during a period that commences four years prior to the filing of this complaint; a  
22 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
23 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §  
24 1021.5 and other applicable laws; and an award of costs.

## 25 **EIGHTH CAUSE OF ACTION**

26 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**  
27 **2004, Cal. Lab. Code § 2698 et seq.)**

28 89. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as

1 though fully set forth herein.

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

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

12 92. Plaintiff has exhausted his administrative remedies pursuant to California Labor  
13 Code § 2699.3. On August 31, 2024, Plaintiff gave written notice by online filing to the LWDA  
14 and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants  
15 have violated against Plaintiff and current and former aggrieved employees, including the facts  
16 and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case  
17 number is LWDA-CM-1048471-24.

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

21 94. More than 65 days has elapsed since Plaintiff provided notice, but the LWDA has  
22 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the  
23 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor  
24 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this  
25 Complaint. These penalties include, but are not limited to, penalties under California Labor  
26 Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

27 95. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor  
28 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,

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

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

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

28 98. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs

pursuant to Labor Code § 2699(k)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

**PRAYER FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, 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, and Seventh 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 §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general 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 liquidated damages;
8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
11. For unpaid meal period premium wages as may be appropriate;
12. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

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

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

4                               As to the Third Cause of Action

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

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

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

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

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

13                               As to the Fourth Cause of Action

14          20.     That the Court declare, adjudge and decree that Defendants violated Labor Code §  
15 2802 and the IWC Wage Orders;

16          21.     For general unpaid wages and reimbursement of business expenses as may be  
17 appropriate;

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

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

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

22                               As to the Fifth Cause of Action

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

26          26.     For statutory wage penalties pursuant to California Labor Code § 203 for former  
27 employees who have left Defendants' employ;  
28

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

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

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

5                                 As to the Sixth Cause of Action

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

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

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

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

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

14                                 As to the Seventh Cause of Action

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

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

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

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

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

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

4                               As to the Eighth Cause of Action

5           41.     That the Court declare, adjudge and decree that Defendants violated the California  
6 Labor Code by failing to pay wages for all hours worked (including minimum and straight time  
7 wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to  
8 furnish accurate wage statements, and failing to maintain accurate records of all hours worked  
9 and meal periods;

10          42.     An award of civil penalties on behalf of himself and all similarly aggrieved  
11 employees pursuant to PAGA;

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

13          44.     Attorneys' fees and costs reasonably incurred;

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

15          46.     Such other and further relief that the Court deems proper.

16                               As to all Causes of Action

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

18  
19 Dated: September 4, 2026

Respectfully submitted,

20 MOON LAW GROUP, PC

21  
22 By:

Kane Moon  
Allen Fegahli  
Charlotte Mikat-Stevens  
*Attorneys for Plaintiff*

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Dated: September 4, 2026

By:

THIRD AMENDED CLASS AND PAGA REPRESENTATIVE COMPLAINT