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 Superior Court of California
 County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

JOSE G. MONTENEGRO BELTRAN,
 individually, and on behalf of all others similarly
 situated,

Plaintiff,

vs.

SANTOS MONTEMAYOR FLC, INC., a
 California corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: 24STCV21936

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

DEMAND FOR JURY TRIAL

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1 Plaintiff Jose G. Montenegro Beltran (“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 Santos Montemayor FLC, Inc. and
6 DOES 1 through 10 (collectively referred to as “Defendants”) for California Labor Code and
7 Business and Professions Code violations stemming from Defendants’ failure to pay minimum
8 wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and
9 permit rest periods; failure to maintain accurate records of hours worked and meal periods;
10 failure to timely pay all wages to terminated employees; failure to indemnify necessary business
11 expenses; and failure to furnish accurate wage statements.

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

17 3. Plaintiff brings the Ninth Cause of Action as an individual, on behalf of himself,
18 and as a representative, on behalf of the State of California and all other persons who have been
19 employed by any Defendant in California as an hourly-paid, non-exempt employee during the
20 applicable statute of limitations period (collectively referred to as the “Aggrieved Employees”)
21 pursuant to the California Private Attorneys General Act (“PAGA”), to recover civil penalties
22 that are owed to Plaintiff, the State of California, and the Aggrieved Employees.

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

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

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

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

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles, State of California, as a Laborer during the statutory period.

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

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

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

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such

1 fictitious names. Each DOE Defendant was in some manner legally responsible for the damages
2 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
3 amend this complaint to set forth the true names and capacities of these Defendants when they
4 have been ascertained, together with appropriate charging allegations, as may be necessary.

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

9 13. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
10 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
11 the other employees described in the class definitions below, and exercised control over their
12 wages, hours, and working conditions.

13 14. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
14 each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
15 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
16 interest of some or all of the other Defendants, and was engaged with some or all of the other
17 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
18 other Defendants so as to be liable for their conduct with respect to the matters alleged below.

19 15. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 each Defendant acted pursuant to and within the scope of the relationships alleged above and that
21 each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
22 controlled, aided, and abetted the conduct of all other Defendants.

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

24 16. Plaintiff is a California resident who worked for Defendants in the County of Los
25 Angeles, State of California, as a Laborer during the statutory period. During the statutory
26 period, Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically
27 scheduled to work at least five (5) days in a workweek, and typically in excess of eight (8) hours
28 in a single workday.

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

8 18. Throughout the statutory period, Defendants maintained a policy and practice of
9 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
10 overtime wages. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved
11 Employees were required to work off-the-clock, and uncompensated. For example, until
12 approximately 2022, Plaintiff, the Class, and the Aggrieved Employees were required to wait in
13 line in order to clock into work, off the clock and uncompensated. Starting 2022, Plaintiff, the
14 Class, and the Aggrieved Employees were unable to clock in and out of work, and instead the
15 foreman inputted the time in which Plaintiff, the Class, and the Aggrieved Employees worked,
16 leading to inaccurate recording of time. Often times, Defendants paid Plaintiff, the Class, and the
17 Aggrieved Employees based on the scheduled time they were supposed to work, as opposed to
18 the actual time worked. Plaintiff, the Class, and the Aggrieved Employees often arrived before
19 the scheduled shift time in order to prepare for work, and often waited for the foreman to arrive.
20 Plaintiff, the Class, and the Aggrieved Employees used this time that they arrived early in order
21 to set up work materials, clearing items and trash, filling water, cleaning the work truck,
22 unloading equipment, and generally preparing for work. All of this time was uncompensated
23 because it occurred before the shift time was supposed to begin, and often times before the
24 foreman arrived at the worksite. Also, Plaintiff, the Class, and the Aggrieved Employees were
25 not paid overtime compensation in instances where they worked less than thirty (30) minutes of
26 overtime, leading to additional off the clock work, uncompensated. Also, the foreman often
27 instructed Plaintiff, the Class, and the Aggrieved Employees to complete projects even though
28 they were after the scheduled shift, and off the clock, and uncompensated. Further, Plaintiff, the

1 Class, and the Aggrieved Employees were sometimes required to take their meal breaks later or
2 shortened, but a full meal break was deducted, without compensation. Also, Plaintiff, the Class,
3 and the Aggrieved Employees were often interrupted during meal breaks without compensation.
4 Also, throughout the statutory period, Plaintiff, the Class, and the Aggrieved Employees received
5 nondiscretionary bonuses and other remuneration. However, Defendants failed to incorporate all
6 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
7 and sick day rate of pay, leading to underpayment.

8 19. Throughout the statutory period, Defendants have wrongfully failed to provide
9 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
10 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
11 Employees to work in excess of five (5) consecutive hours a day without providing 30-minute,
12 continuous and uninterrupted, duty-free meal period for every five (5) hours of work, or without
13 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not
14 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
15 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal
16 period by the end of the fifth hour of work, or, for shifts greater than ten (10) hours, by the end of
17 the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
18 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

19 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
21 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
22 Employees to work in excess of four (4) consecutive hours a day without Defendants authorizing
23 and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
24 (4) hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class,
25 and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
26 also did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to
27 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
28 or authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did

1 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
2 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
3 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
4 maintain accurate records of employee work periods, and therefore Defendants cannot
5 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
6 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
7 and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance
8 with California law.

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

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

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

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wages, overtime wages, meal period premium wages, and rest
3 period premium wages to which they were entitled, even though they were
4 entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,
6 overtime, meal period premium, and rest period premium wages, even
7 though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid
9 minimum, overtime, meal period premium, and rest period premium wages
10 at the correct California rate, even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime,
12 meal period premium, and rest period premium wages at the correct
13 California rate, even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,
15 overtime, meal period premium, and rest period premium 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
18 to perform mathematical computations to determine the amounts of wages
19 owed to them, computations they would not have to make if the wage
20 statements contained the required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to
22 lose entitlement and/or accrual of the full amount of Social Security,
23 disability, unemployment, and other governmental benefits; and
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages
25 rates to which Plaintiff, the Class, and the Aggrieved Employees were
26 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
27 less than the wages and wage rates to which they were entitled.
28

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 for the vindication of their rights at the same time as their privacy is
2 protected.

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

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

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

- 22 (a) The questions of law and fact common to the Class predominate over any
23 question affecting only individual members;
- 24 (b) A class action is superior to any other available method for the fair and
25 efficient adjudication of the claims of the members of the Class;
- 26 (c) The members of the Class are so numerous that it is impractical to bring all
27 members of the class before the Court;
- 28 (d) Plaintiff, and the other members of the Class, will not be able to obtain

1 effective and economic legal redress unless the action is maintained as a
2 class action;

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

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

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

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

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

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

1 **FIRST CAUSE OF ACTION**

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

3 33. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 23 in this Complaint.

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

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

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

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

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

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

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

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

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

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

8 **SECOND CAUSE OF ACTION**

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

10 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 23 in this Complaint.

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

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

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

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

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

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

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

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

52. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

54. 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

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

5 55. Under California law, Plaintiff and the Class are entitled to be paid one (1) hour of
6 additional wages for each workday he or she was not provided with all required meal period(s),
7 plus interest thereon.

8 **FOURTH CAUSE OF ACTION**

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

10 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 23 in this Complaint.

12 57. Defendants are required by California law to authorize and permit breaks of ten
13 (10) uninterrupted minutes for each four (4) hours of work or major fraction of four (4) hours
14 (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage
15 Orders require that the employer permit and authorize all employees to take paid rest periods of
16 ten (10) minutes each for each 4-hour period worked. Thus, for example, if an employee's work
17 time is six (6) hours and ten (10) minutes, the employee is entitled to two (2) rest breaks. Each
18 failure to authorize rest breaks as so required is itself a violation of California's rest break laws.
19 It is a violation of Section 226.7 of the California Labor Code for an employer to require any
20 employee to work during any rest period mandated under any Wage Order.

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

1 59. Under California law, Plaintiff and the Class are entitled to be paid one (1) hour of
2 premium wages rate for each workday he or she was not provided with all required rest break(s),
3 plus interest thereon.

4 **FIFTH CAUSE OF ACTION**

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

6 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 23 in this Complaint.

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

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

14 63. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
15 costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

16 **SIXTH CAUSE OF ACTION**

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

19 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein
20 paragraphs 1 through 23 in this Complaint.

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

27 66. Within the applicable statute of limitations, the employment of Plaintiff and many
28 other members of the Class ended, i.e. was terminated by quitting or discharge, and the

1 employment of others will be. However, during the relevant time period, Defendants failed, and
2 continue to fail to pay terminated Class Members, without abatement, all wages required to be
3 paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-
4 two (72) hours of their leaving Defendants' employ.

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

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

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

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

19 **SEVENTH CAUSE OF ACTION**

20 **(Against All Defendants for Failure to Provide and Maintain Accurate and** 21 **Compliant Wage Records)**

22 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 23 in this Complaint.

24 72. At all material times set forth herein, California Labor Code § 226(a) provides that
25 every employer shall furnish each of his or her employees an accurate itemized wage statement
26 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
27 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
28 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.

73. 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.

74. 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.

75. 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).

76. 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.

77. 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).

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

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200,

et seq.)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

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

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

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

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

Failure to Pay Minimum Wages

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

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

86. 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 87. 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 88. 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 89. 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 90. 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 91. By and through their unfair, unlawful and/or fraudulent business practices
21 described herein, the 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 92. Plaintiff and the Class Members suffered monetary injury as a direct result of
25 Defendants' wrongful conduct.

26 93. 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 94. 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 95. 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 96. 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 97. 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 **NINTH CAUSE OF ACTION**

26 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,**

27 **Cal. Lab. Code §§ 2699, *et seq.*)**

28 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein

1 paragraphs 1 through 23 in this Complaint.

2 99. 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.

4 100. 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.”

12 101. Plaintiff has exhausted his administrative remedies pursuant to California Labor
13 Code § 2699.3. On August 24, 2024, Plaintiff gave written notice by online filing to the Labor
14 and Workforce Development Agency and by certified mail to Defendants of the specific
15 provisions of the Labor Code that Defendants violated against Plaintiff and certain current and
16 former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff
17 also paid the filing fees. Plaintiff’s PAGA case number is LWDA-CM-1047355-24.

18 102. More than sixty-five (65) days have elapsed since Plaintiff provided notice, but the
19 Labor and Workforce Development Agency has not indicated that it intends to investigate
20 Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
21 commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for
22 the violations of the Labor Code described in this Complaint. These penalties include, but are not
23 limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

24 103. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
25 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
26 employing labor who willfully fails to maintain accurate and complete records required by
27 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
28 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee

1 begins and ends each work period. Meal periods, and total hours worked daily shall also be
2 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
3 keep total hours worked in the payroll period and applicable rates of pay.

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

18 105. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
19 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
20 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
21 be shown according to proof at trial. These penalties are in addition to all other remedies
22 permitted by law. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
23 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
24 any action shall be entitled to an award of reasonable attorney's fees and costs."

25 **PRAYER FOR RELIEF**

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

1 Class Certification

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

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

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

6 As to the First Cause of Action

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

10 5. For general unpaid wages as may be appropriate;

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

13 7. For liquidated damages;

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

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

17 As to the Second Cause of Action

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

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

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

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

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

27 As to the Third Cause of Action

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

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

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

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

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

9 As to the Fourth Cause of Action

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

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

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

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

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

18 As to the Fifth Cause of Action

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

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

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

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

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

27 As to the Sixth Cause of Action

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

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

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

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

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

10 As to the Seventh Cause of Action

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

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

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

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

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

19 As to the Eighth Cause of Action

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

26 41. For restitution of unpaid wages to Plaintiff and all Class Members and
27 prejudgment interest from the day such amounts were due and payable;
28

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including overtime, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate itemized wage statements;

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

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code §§ 2699, *et seq.*; and,

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

As to all Causes of Action

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

Dated: November 18, 2024

Respectfully submitted,

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Attorneys for Plaintiff, Jose G. Montenegro
Beltran

DEMAND FOR JURY TRIAL

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

Dated: November 18, 2024

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
Attorneys for Plaintiff, Jose G. Montenegro
Beltran

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On November 18, 2024, I served the foregoing document described
8 as:

9 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

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

12 Thomas P. Feher, Esq. SBN 149944
13 **LEBEAU THELEN, LLP**
14 5001 East Commercenter Drive, Suite 300
15 Post Office Box 12092
16 Bakersfield, California 93389-2092
17 (661) 325-8962; Fax (661) 325-1475
18 *tfeher@lebeauthelen.com*
19 *jutt@lebeauthelen.com*

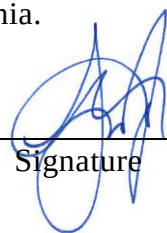
20 ***Attorneys for Defendant Santos Montemayor FLC, Inc.***

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

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

31 Executed on November 18, 2024, at Los Angeles, California.

32 Janelle Jickain
33 Name

34 
35 Signature