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Superior Court of California
County of Sacramento
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ENRIQUETA GONZALEZ ESPINO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

BERBER FOOD MANUFACTURING, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 24CV019140

**SECOND AMENDED CLASS ACTION
AND PAGA 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, 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 Enriqueta Gonzalez Espino (“Plaintiff Espino”) and Plaintiff Ana Diaz
2 (“Plaintiff Diaz”) (collectively “Plaintiffs”), based upon facts that either have evidentiary support
3 or are likely to have evidentiary support after a reasonable opportunity for further investigation
4 and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

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

13 2. Plaintiffs bring the First through Eighth 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 Plaintiffs and all other persons who have been employed by any
17 Defendants in California as an hourly-paid, non-exempt employee during the statute of
18 limitations period applicable to the claims pleaded here.

19 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
20 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiffs, the State of California, and past and present employees of Defendants (hereinafter
22 referred to as the “Aggrieved Employees”).

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

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 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
27 were willful and deliberate.
28

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Espino is a California resident that worked for Defendants in the County of Sacramento, State of California from approximately March 2019 to August 2024.

9. Plaintiff Diaz is a California resident that worked for Defendants in the County of Sacramento, State of California from approximately December 2021 through August 2024.

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

B. Defendants

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

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

12. 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 the Plaintiffs and the Class and Aggrieved Employees

1 in the State of California.

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

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

16 14. Plaintiff Espino is a California resident who worked for Defendants in the County
17 of Sacramento, State of California during the statutory period. Plaintiff Diaz is a California
18 resident who worked for Defendants in the County of Sacramento, State of California during
19 the statutory period. During the statutory time period, Plaintiffs was a non-exempt employee,
20 and was typically scheduled to work at least 5 days in a workweek, and typically in excess of
21 8 hours in a single workday.

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

1 16. Throughout the statutory period, Defendants maintained a policy and practice of
2 not paying Plaintiffs and the Class and Aggrieved Employees for all hours worked, including
3 all overtime wages. Plaintiffs and the Class and Aggrieved Employees were required to work
4 “off the clock” and uncompensated. For example, Plaintiffs and the Class and Aggrieved
5 Employees were required to wait in line in order to clock into work, off the clock and
6 uncompensated. Also, Plaintiffs and the Class and Aggrieved Employees were required to
7 arrive at work early in order to find parking due to the lack of parking provided,
8 uncompensated. Also, Plaintiffs and the Class and Aggrieved Employees were required to put
9 on their uniforms prior to clocking into work (such as hair nets, apron, plastic ear covers), and
10 to take their uniforms off after clocking out, all off the clock and uncompensated. Also,
11 Plaintiffs and the Class and Aggrieved Employees were sometimes required to take interrupted
12 meal breaks without compensation. Also, Plaintiffs and the Class and Aggrieved Employees’
13 meal breaks were sometimes interrupted without compensation. Also throughout the statutory
14 period, Plaintiffs and the Class and Aggrieved Employees received non-discretionary bonuses
15 and other remuneration. However, Defendants failed to incorporate all remuneration when
16 calculating the correct overtime rate of pay, sick day rate of pay, and meal break premium rate
17 of pay, leading to underpayment of wages.

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

1 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and
2 the Class and Aggrieved in compliance with California law.

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

21 19. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
22 Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their
23 duties for Defendants without reimbursement, such as the purchase of specific types of
24 clothing, masks, and the occasional use of personal cellular telephones for work purposes.

25 20. Throughout the statutory period, Defendants willfully failed and refused to timely
26 pay Plaintiffs and the Class and Aggrieved Employees at the conclusion of their employment
27 all wages for all minimum wages, overtime wages, meal period premium wages, and rest
28

1 period premium wages. Further, Defendants did not pay Plaintiffs and the Class and
2 Aggrieved Employees their final paychecks immediately upon termination.

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

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

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

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

15 **CLASS ACTION ALLEGATIONS**

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

19 23. All claims alleged herein arise under California law for which Plaintiffs seeks relief
20 authorized by California law.

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

22 All persons who worked for any Defendant in California as an employee at any
23 time during the period beginning four years before the filing of the initial
24 complaint in this action and ending when notice to the Class is sent.

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

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

28 27. There is a well-defined community of interest in the litigation and the Class is

1 readily ascertainable:

- 2 (a) Numerosity: The members of the Class (and each subclass, if any) are so
3 numerous that joinder of all members would be unfeasible and impractical.
4 The membership of the entire Class is unknown to Plaintiffs at this time,
5 however, the Class is estimated to be greater than 100 individuals and the
6 identity of such membership is readily ascertainable by inspection of
7 Defendants' records.
- 8 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
9 protect the interests of each Class Member with whom there is a shared,
10 well-defined community of interest, and Plaintiffs' claims (or defenses, if
11 any) are typical of all Class Members' claims as demonstrated herein.
- 12 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
13 protect the interests of each Class Member with whom there is a shared,
14 well-defined community of interest and typicality of claims, as
15 demonstrated herein. Plaintiffs have no conflicts with or interests
16 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
17 counsel, are versed in the rules governing class action discovery,
18 certification, and settlement. Plaintiffs have incurred, and throughout the
19 duration of this action, will continue to incur costs and attorneys' fees that
20 have been, are, and will be necessarily expended for the prosecution of this
21 action for the substantial benefit of each class member.
- 22 (d) Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration
24 of:
- 25 1) The interests of the members of the Class in individually
 - 26 controlling the prosecution or defense of separate actions;
 - 27 2) The extent and nature of any litigation concerning the controversy
 - 28 already commenced by or against members of the Class;

1 3) The desirability or undesirability of concentrating the litigation of
2 the claims in the particular forum; and

3 4) The difficulties likely to be encountered in the management of a
4 class action.

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

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

18 (a) Failed to pay Class Members for all hours worked, including minimum
19 wages, and overtime wages;

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

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

24 (d) Failed to promptly pay all wages due to Class Members upon their
25 discharge or resignation;

26 (e) Failed to maintain accurate records of all hours Class Members worked,
27 and all meal periods Class Members took or missed;

28 (f) Failed to reimburse Class Members for all necessary business expenses;

1 and

- 2 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
3 result of their illegal conduct as described above.

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

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

not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

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

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

FIRST CAUSE OF ACTION

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

31. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

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

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

9 37. By failing to keep adequate time records required by California Labor Code §
10 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
11 compensation due Plaintiffs and the Class.

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

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

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

24 **SECOND CAUSE OF ACTION**

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

26 41. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 20 in this First Amended Complaint.

28 42. California Labor Code § 510 provides that employees in California shall not be

1 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
2 they receive additional compensation beyond their regular wages in amounts specified by law.

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

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

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

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

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

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

26 49. California Labor Code § 204 requires employers to provide employees with all
27 wages due and payable twice a month. The Wage Orders also provide that every employer
28 shall pay to each employee, on the established payday for the period involved, overtime wages

1 for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs
2 and the Class with all compensation due, in violation of California Labor Code § 204.

3 **THIRD CAUSE OF ACTION**

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

5 50. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
6 paragraphs 1 through 20 in this First Amended Complaint.

7 51. Under California law, Defendants have an affirmative obligation to relieve the
8 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than
9 the start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second
10 meal periods no later than the start of the eleventh hour of work in the workday. Section 512
11 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an
12 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
13 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
14 require any employee to work during any meal period mandated under any Wage Order.

15 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
16 and the Class with both meal periods as required by California law. By their failure to permit
17 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the
18 fact that Defendants made it impossible or impracticable to take these uninterrupted meal
19 periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
20 Code and the applicable Wage Orders.

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

24 **FOURTH CAUSE OF ACTION**

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

26 54. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 20 in this First Amended Complaint.
28

55. 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.

56. Despite these legal requirements, Defendants failed to authorize Plaintiffs 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 Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

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

FIFTH CAUSE OF ACTION

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

58. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

SIXTH CAUSE OF ACTION

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

62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

66. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty wage from the due date, and at the same rate until paid or until an action
2 is commenced; but the wages shall not continue for more than thirty (30) days.

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

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

9 **SEVENTH CAUSE OF ACTION**

10 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
11 **Compliant Wage Records)**

12 69. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this First Amended Complaint.

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

26 71. Defendants have intentionally and willfully failed to provide employees with
27 complete and accurate wage statements. The deficiencies include, among other things, the
28 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to

list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

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

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

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

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

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

77. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this First Amended Complaint.

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

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

1 Civil Procedure § 1021.5.

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

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

11 **Failure to Pay Minimum Wages**

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

15 **Failure to Pay Overtime Wages**

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

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

20 84. Defendants' failure to maintain accurate records of all hours worked in accordance
21 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Provide Meal Periods**

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

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

28 86. Defendants' failure to authorize and permit rest periods in accordance with

1 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
2 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

3 **Failure to Indemnify Necessary Business Expenses**

4 87. Defendants' failure to indemnify employees for necessary business expenses in
5 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
6 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
7 17200, *et seq.*

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

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

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

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

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

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

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

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

12 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
13 and putative Class Members are entitled to restitution of the wages withheld and retained by
14 Defendants during a period that commences four years prior to the filing of this complaint; a
15 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
16 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
17 1021.5 and other applicable laws; and an award of costs.

18 **NINTH CAUSE OF ACTION**

19 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act** 20 **of 2004, Cal. Lab. Code § 2698 et seq.)**

21 96. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
22 paragraphs 1 through 20 in this First Amended Complaint.

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

25 98. California Labor Code § 2699(a) specifically provides for a private right of action
26 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
27 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
28 and Workforce Development Agency or any of its departments, divisions, commissions, boards,

1 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
2 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
3 former employees pursuant to the procedures specified in Section 2699.3.”

4 99. Plaintiffs have exhausted her administrative remedies pursuant to California Labor
5 Code § 2699.3. On September 22, 2024, Plaintiffs gave written notice by online filing to the Labor
6 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
7 of the Labor Code that Defendants have violated against Plaintiffs and current and former
8 Aggrieved Employees, including the facts and theories to support the violations. At the time of
9 this filing, 65 days have elapsed since Plaintiffs provided notice, but the Labor and Workforce
10 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
11 violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover
12 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
13 described in this Complaint. These penalties include, but are not limited to, penalties under
14 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

23 101. During the time period of employment for Plaintiffs and the Aggrieved Employees,
24 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
25 maintain accurate records showing meal periods, and accurate records showing when employees
26 begin and end each work period. Defendants’ failure to provide and maintain records required by
27 the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to
28 know, understand and question the accuracy and frequency of meal periods, and the accuracy of

1 their hours worked stated in Defendants’ records. Therefore, Plaintiffs and the Aggrieved
2 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
3 unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved
4 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
5 of such wages, lost interest on such wages and expenses and attorney’s fees in seeking to compel
6 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
7 according to proof at trial. Because of Defendants’ knowing failure to comply with the Labor Code
8 and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an
9 injury in that they were prevented from knowing, understanding, and disputing the wage payments
10 paid to them.

11 102. Based on the conduct described in this First Amended Complaint, Plaintiffs are
12 entitled to an award of civil penalties on behalf of herself, the State of California, and similarly
13 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an
14 amount to be shown according to proof at trial. These penalties are in addition to all other remedies
15 permitted by law.

16 103. In addition, Plaintiffs seeks an award of reasonable attorney’s fees and costs
17 pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in
18 any action shall be entitled to an award of reasonable attorney’s fees and costs.

19 **PRAYER FOR RELIEF**

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

23 **Class Certification**

- 24 1. That this action be certified as a class action with respect to the First, Second,
25 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
26 2. That Plaintiffs are appointed as the representative of the Class; and
27 3. That counsel for Plaintiffs is appointed as Class Counsel.

28 **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 §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

2 As to the Fourth Cause of Action

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

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

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

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

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

11 As to the Fifth Cause of Action

12 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
13 2802 and the IWC Wage Orders;

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

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

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

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

20 As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

1 As to the Ninth Cause of Action

2 46. That the Court declare, adjudge and decree that Defendants violated the California
3 Labor Code by failing to pay wages for all hours worked (including minimum, straight time,
4 and overtime wages), failing to provide meal periods, failing to maintain accurate records of
5 meal periods, failing to authorize and permit rest periods, failing to maintain accurate records
6 of all hours worked and meal periods, failing to indemnify necessary business expenses,
7 failing to pay final wages at termination, and failing to furnish accurate wage statements;

8 47. For all actual, consequential and incidental losses and damages, according to
9 proof. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
10 other applicable Labor Code provisions;

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

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

15 As to all Causes of Action

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

18 Dated: October 21, 2025

Respectfully submitted,

19 MOON LAW GROUP, PC

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21 By: 

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian

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23 Attorneys for Plaintiffs
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26 **DEMAND FOR JURY TRIAL**

27 Plaintiffs demand a trial by jury as to all causes of action triable by jury.
28

1 Dated: October 21, 2025

MOON LAW GROUP, PC

2 By:

3 
Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian

4 Attorneys for Plaintiffs
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