

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: lilit@moonlawgroup.com
Holly Williams (SBN 352269)
E-mail: hwilliams@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Gabriel Ruiz

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JAN 07 2025

BY: 
Makeda Joyeux, Deputy

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

GABRIEL RUIZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

EVERIDGE, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVRS2401020

*Amended as of Right Pursuant to
§2699.3(a)(2)(c)*

**FIRST 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

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT	1
THE PARTIES	3
A. Plaintiff.....	3
B. Defendants.....	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
CLASS ACTION ALLEGATIONS	8
FIRST CAUSE OF ACTION	12
SECOND CAUSE OF ACTION	13
THIRD CAUSE OF ACTION	14
FOURTH CAUSE OF ACTION	15
FIFTH CAUSE OF ACTION.....	16
SIXTH CAUSE OF ACTION	16
SEVENTH CAUSE OF ACTION.....	17
EIGHTH CAUSE OF ACTION	19
NINTH CAUSE OF ACTION	22
PRAYER FOR RELIEF	24
DEMAND FOR JURY TRIAL	28

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Everidge, Inc., and Does 1 through
6 10 (collectively referred to as "Defendants") for California Labor Code violations and unfair
7 business practices stemming from Defendants' failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure
11 to furnish accurate wage statements.

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

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

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

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

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

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

26 7. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
28 foregoing paragraphs as the employer of Plaintiff 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. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of San Bernardino, State of California 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 San Joaquin, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in San Joaquin County; and
- (c) The former employers of Plaintiff, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiff and the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. 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 Plaintiff and the Class and Aggrieved Employees in the State of California.

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

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

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

11 13. Plaintiff is a California resident who worked for Defendants in the County of San
12 Bernardino, State of California during the statutory period. During the statutory time period,
13 Plaintiff was a non-exempt employee, and was typically scheduled to work at least 5 days in a
14 workweek, and typically in excess of 8 hours in a single workday.

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

22 15. Throughout the statutory period, Defendants maintained a policy and practice of
23 not paying Plaintiff and the Class and Aggrieved Employees for all hours worked, including
24 all overtime wages. Plaintiff and the Class and Aggrieved Employees were required to work
25 "off the clock" and uncompensated. For example, Plaintiff and the Class and Aggrieved
26 Employees were required to undergo temperature checks prior to clocking into work,
27 uncompensated. Also, Plaintiff and the Class and Aggrieved Employees were required to
28 arrive to work early to perform work duties such as opening the facility doors, without

1 compensation. Also, Plaintiff and the Class and Aggrieved Employees' meal breaks were
2 sometimes interrupted, without compensation. Also throughout the statutory period, Plaintiff
3 and the Class and Aggrieved Employees received non-discretionary bonuses and other
4 remuneration. However, Defendants failed to incorporate all remuneration when calculating
5 the correct overtime rate of pay, sick day rate of pay, and meal break premium rate of pay,
6 leading to underpayment of wages.

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

19 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiff and the Class and Aggrieved Employees to take timely and duty-free rest
21 periods. Defendants sometimes, but not always, required Plaintiff and the Class and
22 Aggrieved Employees to work in excess of four consecutive hours a day without Defendants
23 authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period
24 for every four hours of work (or major fraction of four hours), or without compensating
25 Plaintiff and the Class and Aggrieved Employees for rest periods that were not authorized or
26 permitted. Defendants also did not adequately inform Plaintiff and the Class and Aggrieved
27 Employees of their right to take a rest period. Moreover, Defendants did not have adequate
28 policies or practices permitting or authorizing rest periods for Plaintiff and the Class and

1 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
2 timing of rest periods. Defendants also did not have adequate policies or practices to verify
3 whether Plaintiff and the Class and Aggrieved Employees were taking their required rest
4 periods. Further, Defendants did not maintain accurate records of employee work periods, and
5 therefore Defendants cannot demonstrate that Plaintiff and the Class and Aggrieved
6 Employees took rest periods during the middle of each work period. Accordingly,
7 Defendants' policy and practice was to not authorize and permit Plaintiff and the Class and
8 Aggrieved Employees to take rest periods in compliance with California law.

9 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
10 Class and Aggrieved Employees to pay expenses that they incurred in direct discharge of their
11 duties for Defendants without reimbursement, such as the purchase work pants and masks.
12 Also, Plaintiff and the Class and Aggrieved Employees were required to use their own
13 personal cellular telephones for work purposes without reimbursement.

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

19 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
20 and 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
22 wages earned for hours worked, correct overtime hours worked, correct wages for meal
23 periods that were not provided in accordance with California law, correct wages for rest
24 periods that were not authorized and permitted to take in accordance with California law, and
25 Defendant's address). Further, the wage statements do not show Defendant's address as
26 required by California law. As a result of these violations of California Labor Code § 226(a),
27 the Plaintiff and the Class and Aggrieved Employees suffered injury because, among other
28 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;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages
25 rates to which Plaintiff and the Class and Aggrieved Employees were
26 entitled, and Plaintiff and the Class and Aggrieved Employees were paid
27 less than the wages and wage rates to which they were entitled.
28

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

3 **CLASS ACTION ALLEGATIONS**

4 21. 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
6 Civil Procedure § 382.

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

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

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

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

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

16 26. 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 27. 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
7 wages, and 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 28. 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 29. 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'
24 own 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
27 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or
28 by 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 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 20 in this First Amended Complaint.

5 31. "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
7 or not required to do so.

8 32. 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 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
14 non-overtime hours worked for Defendants.

15 34. 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
17 Defendants.

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

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

26 37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
27 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
28 minimum wages.

1 38. California Labor Code section 204 requires employers to provide employees with
2 all wages due and payable twice a month. Throughout the statute of limitations period
3 applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a
4 month at rates required by law, including minimum wages. However, during all such times,
5 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due,
6 and failed to pay those wages twice a month.

7 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
8 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
9 218.5, 218.6, and 1194(a).

10 **SECOND CAUSE OF ACTION**

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

12 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this First Amended Complaint.

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

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

22 43. At all times relevant hereto, Plaintiff and the Class have worked more than eight
23 hours in a workday, as employees of Defendants.

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

28 45. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
2 Class have suffered, and will continue to suffer, damages in amounts which are presently
3 unknown to them but which exceed the jurisdictional minimum of this Court and which will
4 be ascertained according to proof at trial.

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

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

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

17 **THIRD CAUSE OF ACTION**

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

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

21 50. Under California law, Defendants have an affirmative obligation to relieve the
22 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
23 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
24 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
25 California Labor Code, and Section 11 of the applicable Wage Orders require that an
26 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
27 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
28 require any employee to work during any meal period mandated under any Wage Order.

1 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
2 and the Class with both meal periods as required by California law. By their failure to permit
3 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the
4 fact that Defendants made it impossible or impracticable to take these uninterrupted meal
5 periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
6 Code and the applicable Wage Orders.

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

10 **FOURTH CAUSE OF ACTION**

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

12 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

4 **FIFTH CAUSE OF ACTION**

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

6 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 20 in this First Amended Complaint.

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

12 59. 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 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
15 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code
16 section 2802(b).

17 **SIXTH CAUSE OF ACTION**

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

20 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

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

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

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

21 **SEVENTH CAUSE OF ACTION**

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

24 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein
25 paragraphs 1 through 20 in this first Amended Complaint.

26 69. At all material times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage
28 statement in writing showing nine pieces of information, including: (1) gross wages earned,

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

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

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

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

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

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

27 75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
28 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor

1 Code § 226(h).

2 **EIGHTH CAUSE OF ACTION**

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

5 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein
6 paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

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

22 **Failure to Pay Minimum Wages**

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

26 **Failure to Pay Overtime Wages**

27 82. Defendants’ failure to pay overtime compensation and other benefits in violation of
28 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity

1 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

6 **Failure to Provide Meal Periods**

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

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

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

14 **Failure to Indemnify Necessary Business Expenses**

15 86. Defendants' failure to indemnify employees for necessary business expenses in
16 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
17 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
18 17200, *et seq.*

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

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

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

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

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

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

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

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

23 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
24 putative Class Members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of this complaint; a
26 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
27 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
28 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

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

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this First Amended Complaint.

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

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

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

99. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by

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

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

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

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

PRAYER FOR RELIEF

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

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

7 As to the Sixth Cause of Action

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

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

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

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

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

17 As to the Seventh Cause of Action

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

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

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

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

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

26 As to the Eighth Cause of Action

27 40. That the Court declare, adjudge and decree that Defendants violated California
28 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked

1 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
2 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
3 maintain accurate records of all hours worked and meal periods, failing to furnish accurate
4 wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

16 As to the Ninth Cause of Action

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

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

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

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

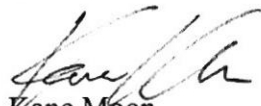
1
2 As to all Causes of Action

3 50. For any additional relief that the Court deems just and proper.
4

5 Dated: November 27, 2024

Respectfully submitted,

6 MOON LAW GROUP, PC

7
8 By: 

Kane Moon

Lilit Ter-Astvatsatryan

Holly Williams

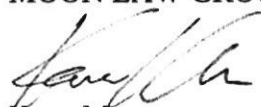
Attorneys for Plaintiff
9
10
11

12 DEMAND FOR JURY TRIAL

13 Plaintiff demands a trial by jury as to all causes of action triable by jury.
14

15 Dated: November 27, 2024

MOON LAW GROUP, PC

16
17 By: 

Kane Moon

Lilit Ter-Astvatsatryan

Holly Williams

Attorneys for Plaintiff
18
19
20
21
22
23
24
25
26
27
28