

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Hyunjin Kim (SBN 345518)
E-mail: hkim@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Sanoma, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Gabriel Aguilar

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

2/18/2025

By /s/ Haley Correa
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

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

Plaintiff,

vs.

ENVIRONMENTS PLUS, INC.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 24-CIV-06625

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 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	9
FIRST CAUSE OF ACTION.....	13
SECOND CAUSE OF ACTION.....	14
THIRD CAUSE OF ACTION	15
FOURTH CAUSE OF ACTION.....	16
FIFTH CAUSE OF ACTION.....	17
SIXTH CAUSE OF ACTION.....	17
SEVENTH CAUSE OF ACTION.....	18
EIGHTH CAUSE OF ACTION	20
NINTH CAUSE OF ACTION	23
PRAYER FOR RELIEF.....	25
DEMAND FOR JURY TRIAL	29

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

12 2. Plaintiff brings the First through Eighth Causes of Action 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 non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter 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 San Mateo County. As such, and based
25 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 Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of San Mateo, State of California, from approximately 2022 to December 2023.

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 Defendant is:

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

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these

1 Defendants when they have been ascertained, together with appropriate charging allegations,
2 as may be necessary.

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

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

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

21 14. Plaintiff is a California resident who worked for Defendants in the County of Los
22 Angeles, State of California during the statutory period. Plaintiff was typically scheduled to
23 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

24 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
28 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to

1 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
2 working for Defendants was typical and illustrative.

3 16. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
5 all overtime wages. Throughout the statutory period, Defendants maintained a policy and
6 practice of not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked,
7 including all overtime wages. Defendants regularly use a system of time rounding in a manner
8 that resulted, over a period of time, in failing to compensate Plaintiff, the Class, and the
9 Aggrieved Employees and the Class properly for all the time they have actually worked, even
10 though the realities of Defendants' operations are such that it is possible, practical, and
11 feasible to count and pay for work time to the minute. Also throughout the statutory period,
12 Plaintiff, the Class, and the Aggrieved Employees were required to work "off the clock" and
13 uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were
14 required to keep their cellular telephones on and answer the phone when called, leading to off
15 the clock work, uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees were
16 required to put their tools into their personal vehicles from their homes (where they were
17 stored at night for security), and they were required to prepare their vehicles for the day's
18 work, leading to off the clock work, uncompensated. Also, Plaintiff, the Class, and the
19 Aggrieved Employees were sometimes required to pick up supplies on the way to work, off
20 the clock and uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees were
21 required to fuel their vehicles while off the clock, and were required to take tools out of
22 vehicles at home, off the clock and uncompensated. Also, Plaintiff, the Class, and the
23 Aggrieved Employees were required to use their personal cellular telephones while off the
24 clock, communicating with co-workers and supervisors, and downloading and using work-
25 related applications and emails, off the clock and uncompensated. Also, Plaintiff, the Class,
26 and the Aggrieved Employees experienced interrupted meal breaks, without compensation.
27 Also during the statutory period, Plaintiff, the Class, and the Aggrieved Employees received
28 non-discretionary bonuses, shift differentials, and other remuneration. However, Defendants

1 failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal
2 break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff, the
3 Class, and the Aggrieved Employees.

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

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

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

8 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
9 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
10 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
11 Aggrieved Employees were required to purchase items such as screws and fuel, tools and
12 protective gear. Also, Plaintiff, the Class, and the Aggrieved Employees were required to
13 maintain uniforms and protective gear, as well as the use of personal cellular telephones for
14 work purposes. Also, Plaintiff, the Class, and the Aggrieved Employees were required to use
15 their own vehicles for work purposes without automobile reimbursement.

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

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

1 the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other
2 things:

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

entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled. Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

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

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-

defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

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

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

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

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former

1 employers might damage their future endeavors through negative
2 references and/or other means. Class actions provide the class members
3 who are not named in the complaint with a type of anonymity that allows
4 for the vindication of their rights at the same time as their privacy is
5 protected.

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

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

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

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the Class;

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

25 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of
26 the Class that would set forth the subject and nature of the instant action. The Defendants'
27 own business records may be utilized for assistance in the preparation and issuance of the
28 contemplated notices. To the extent that any further notices may be required, Plaintiff would

1 contemplate the use of additional techniques and forms commonly used in class actions, such
2 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or
3 by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

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

6 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 21 in this Complaint.

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

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

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

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

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

26 37. By failing to keep adequate time records required by California Labor Code §
27 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
28 compensation due Plaintiff and the Class.

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

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

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

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

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

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

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

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

45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours

1 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the
2 Class are regularly required to work overtime hours.

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

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

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

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

20 **THIRD CAUSE OF ACTION**

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

22 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 21 in this Complaint.

24 51. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
26 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
27 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
28 California Labor Code, and Section 11 of the applicable Wage Orders require that an

1 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
2 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
3 require any employee to work during any meal period mandated under any Wage Order.

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

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

13 **FOURTH CAUSE OF ACTION**

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

15 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 21 in this Complaint.

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

26 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
27 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
28 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as

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

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

7 **FIFTH CAUSE OF ACTION**

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

9 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 21 in this Complaint.

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

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

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

20 **SIXTH CAUSE OF ACTION**

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

23 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 210 in this Complaint.

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

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

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

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

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

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

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

24 **SEVENTH CAUSE OF ACTION**

25 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 26 **Compliant Wage Records)**

27 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 21 in this Complaint.

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

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

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

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

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

28 75. Plaintiff and the Class are entitled to recover from Defendants their actual damages

1 caused by Defendants' failure to comply with California Labor Code § 226(a).

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

5 **EIGHTH CAUSE OF ACTION**

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

8 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 21 in this Complaint.

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

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

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

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

25 **Failure to Pay Minimum Wages**

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

1 **Failure to Pay Overtime Wages**

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

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

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

9 **Failure to Provide Meal Periods**

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

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

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

17 **Failure to Indemnify Necessary Business Expenses**

18 87. Defendants' failure to indemnify employees for necessary business expenses in
19 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
20 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
21 17200, *et seq.*

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

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

26 89. By and through their unfair, unlawful and/or fraudulent business practices
27 described herein, the Defendants, have obtained valuable property, money and services from
28 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons

1 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

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

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

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

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

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

26 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
27 putative Class Members are entitled to restitution of the wages withheld and retained by
28 Defendants during a period that commences four years prior to the filing of this complaint; a

1 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
2 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
3 1021.5 and other applicable laws; and an award of costs.

4 **NINTH CAUSE OF ACTION**

5 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of**
6 **2004, Cal. Lab. Code §§ 2699, et seq.)**

7 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 21 in this Complaint.

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

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

19 99. Plaintiff has exhausted Plaintiff's administrative remedies pursuant to California
20 Labor Code § 2699.3. On December 12, 2024, Plaintiff gave written notice by online filing to
21 the Labor and Workforce Development Agency and by certified mail to Defendants of the
22 specific provisions of the Labor Code that Defendants have violated against Plaintiff and
23 certain current and former aggrieved employees, including the facts and theories to support the
24 violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-
25 1057252-24.

26 100. More than sixty-five days have elapsed since Plaintiff provided notice, but the
27 Labor and Workforce Development Agency has not indicated that it intends to investigate
28 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may

1 commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3,
2 for the violations of the Labor Code described in this Complaint. These penalties include, but
3 are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

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

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

27 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved

1 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
2 to be shown according to proof at trial. These penalties are in addition to all other remedies
3 permitted by law. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
4 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorney's fees and costs."

6
7 **PRAYER FOR RELIEF**

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

11 **Class Certification**

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

16 **As to the First Cause of Action**

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

27 **As to the Second Cause of Action**

- 28 10. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
2 overtime wages due;

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

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

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

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

9 As to the Third Cause of Action

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

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

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

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

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

18 As to the Fourth Cause of Action

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

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

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

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

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

27 As to the Fifth Cause of Action

1 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
2 2802 and the IWC Wage Orders;

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

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

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

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

9 As to the Sixth Cause of Action

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

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

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

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

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

19 As to the Seventh Cause of Action

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

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

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

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

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

28 As to the Eighth Cause of Action

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

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

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

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

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

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

18 As to the Ninth Cause of Action

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

24 47. For all actual, consequential and incidental losses and damages, according to proof;

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

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

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

2 As to all Causes of Action

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

4
5 Dated: February 18, 2025

Respectfully submitted,

6 MOON LAW GROUP, PC

7
8 By: 

Kane Moon
Allen Feghali
Hyunjin Kim
Attorneys for Plaintiff

9
10
11 **DEMAND FOR JURY TRIAL**

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

13
14 Dated: February 18, 2025

MOON LAW GROUP, PC

15
16 By: 

Kane Moon
Allen Feghali
Hyunjin Kim
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On February 18, 2025, I served the foregoing document
8 described as:

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

11 X by E-mailing ____ the original X a true copy to the following:

12 David R. Markham (SBN 71814)
13 dmarkham@markham-law.com
14 Lisa R. Brevard (SBN 323391)
15 lbrevard@markham-law.com
16 **THE MARKHAM LAW FIRM**
17 888 Prospect Street, Suite 200
18 La Jolla, CA 92037
19 Telephone: (619) 399-3995
20 Facsimile: (619) 323-1684

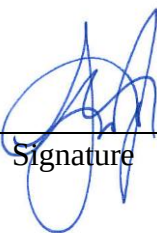
21 *Attorneys for Defendant ENVIRONMENTS PLUS, INC. (erroneously sued as*
22 *ENVIRONMENTAL PLUS, INC.)*

23 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California,
24 by e-mail delivery on the parties listed herein at their most recent known e-mail address
25 or e-mail of record in this action.

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

28 Executed on February 18, 2025, at Los Angeles, California.

29 Janelle Jickain
30 Name

31 
32 Signature