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County of Santa Barbara
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

BRYAN TAPIA and ADRIAN
VELASQUEZ, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiffs,

vs.

KENAI DRILLING LIMITED, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV05442

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

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business &

**Professions Code § 17200, et seq.
(10) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

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1 Plaintiffs BRYAN TAPIA and ADRIAN VELASQUEZ (“Plaintiffs”), individually and
2 on behalf of other members of the general public similarly situated, and as a private attorney
3 general, based upon facts that either have evidentiary support or are likely to have evidentiary
4 support after a reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this action against Defendants KENAI DRILLING LIMITED and
7 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California
8 Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’
9 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
11 accurate wage statements, failure to maintain accurate time and payroll records, and failure to
12 reimburse necessary business-related expenses.

13 2. Plaintiffs’ First through Ninth Causes of Action are brought as a class action on
14 behalf of themselves and similarly situated current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in
16 paragraph 18, below) pursuant to California Code of Civil Procedure section 382. The monetary
17 damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the
18 Superior Court and will be established according to proof at trial.

19 3. Plaintiffs’ Tenth Cause of Action is brought solely as a representative action, and
20 solely as a Private Attorney General, on behalf of the State of California for all aggrieved
21 employees, including themselves and other aggrieved employees of Defendants against whom
22 one or more of the alleged violations was committed (hereinafter collectively referred to as the
23 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*
24 *Fresh Start Harvesting, Inc.* (Cal. Ct. App., Mar. 20, 2024, No. 2D CRIM. B326759) 2024 WL
25 1673112, as modified (April 18, 2024); and *Johnson v. Maxim Healthcare Services, Inc.*, 66
26 Cal.App.5th 924 (2021). Plaintiffs are an aggrieved employee against whom one or more of the
27 alleged violations occurred. The civil penalties sought by Plaintiffs exceed the minimal
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jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. Plaintiffs filed their Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) Notice with the Labor and Workforce Development Agency (“LWDA”) on October 1, 2024. More than 65 days have passed since the filing of Plaintiffs’ PAGA Notice, without a response from the LWDA.

5. California Labor Code section 2699.3(a)(2)(A) provides, if the LWDA does not provide a response within 65 days of the postmark date of the PAGA Notice, “the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699.”

6. Plaintiffs hereby amend their complaint pursuant to California Labor Code section 2699.3(a)(2)(C), which states, “a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under...” PAGA, within 60 days of the time period specified in California Labor Code section 2699.3(a)(2)(A).

7. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Santa Barbara.

PARTIES

10. Plaintiff BRYAN TAPIA is an individual residing in the State of California.

11. Plaintiff ADRIAN VELASQUEZ is an individual residing in the State of

1 California.

2 12. Plaintiffs BRYAN TAPIA and ADRIAN VELASQUEZ are not suing in their
3 individual capacity with respect their Tenth Cause of Action. Instead, they are proceeding herein
4 solely under the PAGA, on behalf of the State of California for all aggrieved employees, including
5 themselves and other aggrieved employees. Plaintiffs are Aggrieved Employees as defined under
6 PAGA because they were employed by Defendants and suffered the labor code violations alleged
7 herein.

8 13. Defendant KENAI DRILLING LIMITED, is and at all times herein mentioned
9 was, a corporation organized and existing under the laws of the State of California, and registered
10 to do business in the state of California.

11 14. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive,
12 and therefore sues these defendants by such fictitious names. The Doe defendants may be
13 individuals, partnerships, or corporations. Plaintiffs are informed and believes, and thereon
14 alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary,
15 agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and
16 was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
17 authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend
18 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
19 and believe and thereon allege that each of the fictitiously named Doe defendants is responsible
20 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
21 were proximately caused by its conduct. KENAI DRILLING LIMITED and Doe Defendants 1
22 through 50 are collectively referred to herein as "Defendants."

23 15. Defendants are and at all times herein mentioned were, (a) conducting business in
24 the County of Santa Barbara, State of California, and (b) the employer of Plaintiffs consistent
25 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
26 Orders").

27 16. Plaintiffs further allege that Defendants, directly or indirectly controlled or
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1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiffs, the Class and the Aggrieved Employees so as to make each of said Defendants
3 employers and employers jointly liable under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 17. Plaintiffs brings the First through Ninth Causes of Action as a class action on their
6 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
7 seeks class certification under Code of Civil Procedure section 382.

8 18. The proposed class is defined as follows: All current and former non-exempt
9 employees of any of the Defendants within the State of California at any time commencing four
10 (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified
11 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

12 19. Plaintiffs reserve the right to establish other subclasses as appropriate.

13 20. The Class is ascertainable and there is a well-defined community of interest in the
14 litigation:

15 a. Numerosity: The Class Members are so numerous that joinder of all Class
16 Members is impracticable. The membership of the entire Class is unknown to
17 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
18 individuals and the identity of such membership is readily ascertainable by
19 inspection of Defendants' employment records.

20 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated
21 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
22 Members with whom they have a well-defined community of interest.

23 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
24 Member, with whom they have a well-defined community of interest and
25 typicality of claims, as demonstrated herein. Plaintiffs have no interest that is
26 antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class
27 counsel, are versed in the rules governing class action discovery, certification, and
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1 settlement. Plaintiffs have incurred, and during the pendency of this action will
2 continue to incur, costs and attorneys' fees, that have been, are, and will be
3 necessarily expended for the prosecution of this action for the substantial benefit
4 of each Class Member.

5 d. Superiority: A class action is superior to other available methods for the fair and
6 efficient adjudication of this litigation because individual joinder of all Class
7 Members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class action will
9 advance public policy objectives. Employers of this great state violate
10 employment and labor laws every day. Current employees are often afraid to
11 assert their rights out of fear of direct or indirect retaliation. However, class
12 actions provide the Class Members who are not named in the complaint
13 anonymity that allows for the vindication of their rights.

14 21. There are common questions of law and fact as to the Class that predominate over
15 questions affecting only individual members. The following common questions of law or fact,
16 among others, exist as to the members of the Class:

17 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
18 accordance with the California Labor Code was willful;

19 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs
20 and the other Class Members for all hours worked, and missed, short, late or
21 interrupted meal periods and rest breaks in violation of California law;

22 c. Whether Defendants required Plaintiffs and the other Class Members to work
23 more than eight (8) hours per day and/or more than forty (40) hours per week and
24 failed to pay the legally required overtime compensation to Plaintiffs and the other
25 Class Members;

26 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
27 and/or rest periods or required Plaintiffs and the other Class Members to work
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1 during meal and/or rest periods without compensation;

2 e. Whether Defendants failed to pay meal period premium wages to Class Members
3 when they were not provided with a legally compliant meal period;

4 f. Whether Defendants failed to pay rest period premium wages to Class Members
5 when they were not authorized and permitted to take legally compliant rest
6 periods;

7 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
8 Class Members for all hours worked;

9 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
10 required minimum wage pursuant to California law;

11 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
12 overtime compensation pursuant to California law;

13 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
14 Members within the time required upon their discharge or resignation from
15 employment;

16 k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members
17 for all necessary business-related expenses and costs in violation of California
18 Labor Code section 2802;

19 l. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
20 Class Members during their employment;

21 m. Whether Defendants complied with wage reporting as required by the California
22 Labor Code, including section 226;

23 n. Whether Defendants' conduct was with malice, fraud or oppression;

24 o. Whether Defendants' conduct was willful or reckless;

25 p. Whether Defendants engaged in unfair business practices in violation of
26 California Business & Professions Code section 17200, *et seq.* based on their
27 improper withholding of compensation;
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q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

22. Defendants provide contract drilling services for exploration and development of onshore and offshore oil, gas and geothermal wells.

23. Defendants employed Plaintiff Bryan Tapia to work as a Floor Hand from approximately October 2023 to January 2024.

24. Defendants hired Plaintiff Adrian Velasquez to work as a Floor Hand and Motorman beginning in April 2024 until Plaintiff Adrian Velasquez suffered a workplace injury in August 2024.

25. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class and the Aggrieved Employees as hourly-paid or non-exempt employees.

26. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiffs, the Class and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class and the Aggrieved Employees; and to hire and terminate the employment of Plaintiffs, the Class and the Aggrieved Employees.

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

28. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiffs, the Class and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented time rounding practices that resulted in the systematic

underpayment of wages to Plaintiffs, the Class and the Aggrieved Employees, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiffs, the Class and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiffs, the Class and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiffs, the Class and the Aggrieved Employees for all necessary business-related expenses.

29. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Plaintiffs, the Class and the Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiffs, the Class and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiffs, the Class and the Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiffs, the Class and the Aggrieved Employees.

30. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiffs, the Class and the Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiffs, the Class and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiffs, the Class and the Aggrieved Employees to work through

1 their meal periods, for which they were not compensated.

2 31. Throughout the time period involved in this case, Defendants failed to pay
3 Plaintiffs, the Class and the Aggrieved Employees premium wages for meal periods that were
4 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
5 have known that Plaintiffs, the Class and the Aggrieved Employees were entitled to receive all
6 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
7 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
8 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class and the
9 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiffs, the
10 Class and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
11 short, late, and/or interrupted.

12 32. Throughout the time period involved in this case, Defendants have implemented
13 policies and practices which prohibited Plaintiffs, the Class and the Aggrieved Employees from
14 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
15 permit Plaintiffs, the Class and the Aggrieved Employees to take full, uninterrupted, off-duty rest
16 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
17 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
18 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
19 work period.

20 33. Throughout the time period involved in this case, Defendants did not adequately
21 inform Plaintiffs, the Class and the Aggrieved Employees of their right to take rest periods under
22 California law. Moreover, Defendants systematically disregarded their own written policies
23 regarding the provision and timing of rest periods for Plaintiffs, the Class and the Aggrieved
24 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class
25 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
26 duty free rest periods, and to regularly require Plaintiffs, the Class and the Aggrieved Employees
27 to work through their rest periods.

1 34. Throughout the time period involved in this case, Defendants failed to pay
2 Plaintiffs, the Class and the Aggrieved Employees premium wages for rest periods that were
3 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
4 have known that Plaintiffs, the Class and the Aggrieved Employees were entitled to receive all
5 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
6 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
7 failed to authorize and permit Plaintiffs, the Class and the Aggrieved Employees to take duty-free
8 rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class and the Aggrieved
9 Employees at their regular rate of pay when a rest period was missed, short, late and/or
10 interrupted.

11 35. Throughout the time period involved in this case, Defendants regularly required
12 Plaintiffs, the Class and the Aggrieved Employees to perform work off the clock. Although
13 Defendants prohibited overtime, Defendants still regularly required that Plaintiffs, the Class and
14 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class and
15 the Aggrieved Employees were regularly required to perform work off the clock for which they
16 were not compensated.

17 36. Throughout the time period involved in this case, Defendants employed a time
18 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
19 ensuring that Plaintiffs, the Class and the Aggrieved Employees were oftentimes not paid for all
20 time worked.

21 37. Throughout the time period involved in this case, Defendants implemented
22 policies that prohibited Plaintiffs, the Class and the Aggrieved Employees from accurately
23 recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class and the
24 Aggrieved Employees all wages owed.

25 38. Throughout the time period involved in this case, Defendants routinely required
26 Plaintiffs, the Class and the Aggrieved Employees to don and doff uniforms and protective
27 equipment prior to clocking in for their shift and after clocking out for the end of their shift.
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Defendants did not compensate Plaintiffs, the Class and the Aggrieved Employees for time spent donning and doffing uniforms and protective equipment.

39. Throughout the time period involved in this case, Plaintiffs, the Class and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

40. Throughout the time period involved in this case, Defendants regularly failed to pay all overtime compensation owed to Plaintiffs, the Class and the Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiffs, the Class and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

41. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiffs, the Class and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

42. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiffs, the Class and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiffs, the Class and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiffs, the Class and the Aggrieved Employees at the required minimum wage pursuant to California law, requiring Plaintiffs, the Class and the Aggrieved Employees to perform work off the clock, such as but not limited to requiring Plaintiffs, the Class and the Aggrieved Employees to don and doff uniforms and protective equipment prior to clocking in for their shift and after clocking out for the end of their shift, and implementing time rounding policies that resulted in the systematic underpayment of wages to Plaintiffs, the Class and the Aggrieved Employees.

1 43. Throughout the time period involved in this case, Defendants regularly failed to
2 pay Plaintiffs, the Class and the Aggrieved Employees all wages owed to them upon discharge or
3 resignation. Defendants knew or should have known that Plaintiffs, the Class and the Aggrieved
4 Employees were entitled to receive all wages owed to them upon termination within the time
5 permissible under California Labor Code section 202. Plaintiffs, the Class and the Aggrieved
6 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
7 including overtime compensation and minimum wages within any time permissible under
8 California Labor Code section 202.

9 44. Throughout the time period involved in this case, Defendants regularly failed to
10 pay Plaintiffs, the Class and the Aggrieved Employees all wages within any time permissible
11 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
12 or should have known that Plaintiffs, the Class and the Aggrieved Employees were entitled to
13 receive all wages owed to them during their employment. Plaintiffs, the Class and the Aggrieved
14 Employees did not receive payment of all wages, including overtime compensation, minimum
15 wages, meal and rest period premiums.

16 45. Throughout the time period involved in this case, Defendants regularly failed to
17 provide complete or accurate wage statements to Plaintiffs, the Class and the Aggrieved
18 Employees. Defendants knew or should have known that Plaintiffs, the Class and the Aggrieved
19 Employees were entitled to receive complete and accurate wage statements in accordance with
20 California law, but, in fact, they did not receive complete and accurate wage statements from
21 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
22 worked, the actual gross wages earned, and the correct rates of pay.

23 46. Throughout the time period involved in this case, Defendants regularly failed to
24 keep complete or accurate payroll records for Plaintiffs, the Class and the Aggrieved Employees.
25 Defendants knew or should have known that Defendants were required to keep complete and
26 accurate payroll records for Plaintiffs, the Class and the Aggrieved Employees in accordance with
27 California law, but, in fact, did not keep complete and accurate payroll records.
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47. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiffs', the Class's and the Aggrerieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

48. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiffs, the Class and the Aggrieved Employees for all necessary business-related expenses, including but not limited to safety boots. Defendants knew or should have known that Defendants were required to reimburse Plaintiffs, the Class and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

49. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiffs, the Class and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the Class and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

50. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

52. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

53. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiffs and the other Class Members employed by Defendants, and
2 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
3 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
4 forty (40) hours in a workweek.

5 54. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular
7 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
8 in excess of eight (8) hours on the seventh day of work in a workweek.

9 55. California Labor Code section 510 codifies the right to overtime compensation at
10 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
11 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
12 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
13 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

14 56. During the relevant time period, Plaintiffs and the other Class Members regularly
15 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

16 57. During the relevant time period, Defendants intentionally and willfully failed to
17 pay overtime wages owed to Plaintiffs and the other Class Members.

18 58. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid
19 balance of overtime compensation, as required by California laws, violates the provisions of
20 California Labor Code sections 510 and 1198, and is therefore unlawful.

21 59. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
22 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
23 attorneys' fees.

24 **SECOND CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 226.7 and 512(a))**

26 **(Against All Defendants)**

27 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
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every allegation set forth above.

61. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendants.

62. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

63. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

64. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

65. During the relevant time period, Plaintiffs and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

66. During the relevant time period, Plaintiffs and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

67. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

68. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

69. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

70. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

71. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

72. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by Defendants.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

74. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof unless the total daily work time is less than three and one-half
3 (3.5) hours.”

4 75. During the relevant time period, Defendants required Plaintiffs and other Class
5 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
6 period per each four (4) hour period worked.

7 76. During the relevant time period, Defendants willfully required Plaintiffs and the
8 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
9 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
10 Members to take uninterrupted, duty-free rest breaks.

11 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
13 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and
14 other Class Members from taking uninterrupted rest periods.

15 78. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
16 Code section 226.7.

17 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
18 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
19 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
20 that the rest period was not provided.

21 **FOURTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

23 **(Against All Defendants)**

24 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
25 every allegation set forth above.

26 81. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
27 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
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1 the minimum so fixed is unlawful.

2 82. During the relevant time period, Defendants regularly failed to pay minimum wage
3 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
4 1194, 1197, and 1197.1.

5 83. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
6 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
7 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
8 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
9 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

10 84. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
11 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
12 unpaid and interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 201, 202, 203)**

15 **(Against All Defendants)**

16 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
17 every allegation set forth above.

18 86. At all relevant times herein set forth, California Labor Code sections 201 and 202
19 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and if an employee quits his or her employment, his
21 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
22 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
23 the employee is entitled to his or her wages at the time of quitting.

24 87. During the relevant time period, the employment of Plaintiff Tapia and many other
25 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
26 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
27 employed by Defendants all of their wages, earned and unpaid, including but not limited to
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1 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
2 leaving Defendants' employ.

3 88. Defendants' failure to pay Plaintiff Tapia and other Class Members who are no
4 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
5 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
6 202.

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

11 90. Plaintiff Tapia and other Class Members who are no longer employed by
12 Defendants are entitled to recover from Defendants the statutory penalty wages for each day they
13 were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

14 **SIXTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 204 and 210)**

16 **(Against All Defendants)**

17 91. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
18 every allegation set forth above

19 92. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 16th and 26th day of the month during which the labor was performed.

23 93. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 1st and the 10th day of the following month.

27 94. At all times herein set forth, California Labor Code section 204 provides that all
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1 wages earned for labor in excess of the normal work period shall be paid no later than the payday
2 for the next regular payroll period.

3 95. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiffs and other Class Members all wages due to them, within any time period permissible
5 under California Labor Code section 204.

6 96. Plaintiffs and other Class Members are entitled to recover all available remedies
7 for Defendant's violations of California Labor Code section 204, including statutory penalties
8 pursuant to Labor Code section 210(b).

9 **SEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against All Defendants)**

12 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
13 every allegation set forth above.

14 98. At all material times set forth herein, California Labor Code section 226(a)
15 provides that every employer shall furnish each of his or her employees an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
17 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
18 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
20 of the period for which the employee is paid, (7) the name of the employee and his or her social
21 security number, (8) the name and address of the legal entity that is the employer, and (9) all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee. The deductions made from payments of wages shall
24 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
25 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
26 least three years at the place of employment or at a central location within the State of California.

27 99. Defendants have intentionally and willfully failed to provide Plaintiffs and the
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1 Class with complete and accurate wage statements. The deficiencies include, but are not limited
2 to the failure list the total number of hours worked, the actual gross wages earned, and the correct
3 rates of pay.

4 100. Because of Defendants' violation of California Labor Code section 226(a),
5 Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

6 101. More specifically, Plaintiffs and the Class have been injured by Defendants'
7 intentional and willful violation of California Labor Code section 226(a) because they were
8 denied both their legal right to receive, and their protected interest in receiving, accurate and
9 itemized wage statements pursuant to California Labor Code section 226(a).

10 102. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
11 actual damages caused by Defendants' failure to comply with California Labor Code section
12 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

13 103. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
14 with this section, pursuant to California Labor Code section 226(g).

15 **EIGHTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against All Defendants)**

18 104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
19 every allegation set forth above.

20 105. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her job
23 duties or in direct consequence of his or her obedience to the directions of the employer.

24 106. Plaintiffs and the Class incurred necessary business-related expenses and costs that
25 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
26 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for
27 costs incurred as a result of, including but not limited to, simple negligence.
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107. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

108. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

109. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

111. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, 203 and 204.

112. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,

1 1197.1, 510, 1174(d), 2800, and 2802.

2 113. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 114. Plaintiffs and the Class have been personally injured by Defendants' unlawful
5 business acts and practices as alleged herein, including but not necessarily limited to the loss of
6 money and/or property.

7 115. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
8 Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by
9 Defendants during a period that commences four years prior to the filing of this Complaint; an
10 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
11 applicable laws; and an award of costs.

12 **TENTH CAUSE OF ACTION**

13 **(Violation of California Labor Code § 2699, Et Seq.)**

14 **(Against All Defendants)**

15 116. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
16 every allegation set forth above.

17 117. Plaintiffs brings their tenth cause of action solely as a representative action
18 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
19 *seq.* ("PAGA"), on behalf of the State of California for all aggrieved employees, including
20 themselves and other aggrieved employees of Defendants against whom one or more of the
21 alleged violations was committed

22 118. PAGA specifically provides for a private right of action to recover civil penalties
23 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
24 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
25 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
26 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
27 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
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1 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
2 2699(a).

3 119. Plaintiffs were employed by Defendants and the Labor Code violations alleged
4 above were committed against them during their time of employment and is therefore, an
5 “Aggrieved Employee” under PAGA.

6 120. As set forth in detail above, during all times relevant to this Action, Defendants
7 have routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor
8 Codes by:

- 9 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
10 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 11 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
12 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 13 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
14 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
15 additional hour of premium pay for meal period violations in violation of Labor
16 Code §§ 226.7 and 512.
- 17 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to
18 take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved
19 Employees an additional hour of premium pay for rest period violations in
20 violation of Labor Code §§ 226.7 and 512.
- 21 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end
22 of their employment in violation of Labor Code § 203.
- 23 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed
24 during employment in violation of Labor Code § 204.
- 25 g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,
26 itemized wage statements in violation of Labor Code § 226.
- 27 h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
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Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

- i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

121. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs request and are entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11160, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

122. Plaintiffs exhausted their administrative remedies pursuant to Labor Code § 2699.3. On October 1, 2024, Plaintiffs, through their counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiffs' intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiffs' October 1, 2024 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor Code § 2699.3.

123. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

1 124. Plaintiffs may amend this complaint as a matter of right pursuant to California
2 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
3 specified in Labor Code §2699.3.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
6 public similarly situated, and as a private attorney general, pray for relief and judgment against
7 Defendants, jointly and severally, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
- 10 2. That Plaintiffs be appointed as the representative of the Class;
- 11 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 12 4. That Defendants provide to Class Counsel immediately the names and most
13 current/last known contact information (address, e-mail and telephone numbers) of all class
14 members.

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

- 16 5. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
18 all overtime wages due to Plaintiffs and other Class Members;

- 19 6. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

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

- 23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and

- 25 9. For such other and further relief as the Court may deem just and proper.

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

- 27 10. That the Court declare, adjudge and decree that Defendants violated California
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1 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
2 provide all meal periods (including second meal periods) to Plaintiffs and the Class;

3 11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at
4 each employee's regular rate of compensation for each workday that a meal period was not
5 provided;

6 12. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 13. For premium wages pursuant to California Labor Code section 226.7;

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

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

12 16. For such other and further relief as the Court may deem just and proper.

13 **As to the Third Cause of Action**

14 17. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
16 periods to Plaintiffs and the Class;

17 18. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at
18 each employee's regular rate of compensation for each workday that a rest period was not
19 provided;

20 19. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 20. For premium wages pursuant to California Labor Code section 226.7;

23 21. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due; and

25 22. For such other and further relief as the Court may deem just and proper.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
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1 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
2 Plaintiffs and the Class;

3 24. For general unpaid wages and such general and special damages as may be
4 appropriate;

5 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
6 Plaintiffs and the Class in the amount as may be established according to proof at trial;

7 26. For pre-judgment interest on any unpaid compensation from the date such amounts
8 were due;

9 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a);

11 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

12 29. For such other and further relief as the Court may deem just and proper.

13 **As to the Fifth Cause of Action**

14 30. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
16 time of termination of the employment of Plaintiffs and other Class Members no longer employed
17 by Defendants;

18 31. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 32. For statutory wage penalties pursuant to California Labor Code section 203 for
21 Plaintiffs and other Class Members who have left Defendants' employ;

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

24 34. For such other and further relief as the Court may deem just and proper.

25 **As to the Sixth Cause of Action**

26 35. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
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California Labor Code section 204 to Plaintiffs and the Class;

36. For statutory penalties pursuant to California Labor Code section 210;

37. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

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

39. For actual, consequential and incidental losses and damages, according to proof;

40. For statutory penalties pursuant to California Labor Code section 226(e); and

41. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

43. For actual, consequential and incidental losses and damages, according to proof;

44. For the imposition of civil penalties and/or statutory penalties;

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

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800,

1 and 2802;

2 48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
3 interest from the day such amounts were due and payable;

4 49. For the appointment of a receiver to receive, manage and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violation of California Business and Professions Code sections 17200,
7 *et seq.*;

8 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure section 1021.5;

10 51. For injunctive relief to ensure compliance with this section, pursuant to California
11 Business and Professions Code sections 17200, *et seq.*; and

12 52. For such other and further relief as the Court may deem just and proper.

13 **As to the Tenth Cause of Action**

14 53. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
15 Code;

16 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
17 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
18 Code and/or other applicable statutes; and

19 55. For such other relief as the Court deems just and proper.

20
21 Dated: May 27, 2025

PROTECTION LAW GROUP, LLP

22
23 By: 

24 Ryan T. Chuman
25 Arnel O. Tan
26 Joseph Marshall
27 Christine V. Reyes
28 Attorneys for Plaintiffs BRYAN TAPIA and
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