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FILED
 Superior Court of California
 County of Los Angeles
 03/12/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Molinar Deputy

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

DELMi RUTH BURGOS DE AVALOS,
 individually, and on behalf of all others similarly
 situated,

Plaintiff,

vs.

IMAGE FIRST OF CALIFORNIA, LLC, a
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 24STCV31707

**FIRST AMENDED REPRESENTATIVE
 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]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Delmi Ruth Burgos De Avalos to have evidentiary support after a reasonable
2 opportunity for further investigation and discovery, alleges as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

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

11 2. Plaintiff brings the First through Ninth Causes of Action individually.

12 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
13 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
14 Plaintiff, the State of California, and past and present employees of Defendants (hereinafter
15 referred to as the “Aggrieved Employees”).

16 4. Plaintiff brings the Ninth Cause of Action against Defendants seeking only to
17 recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on
18 behalf of the State of California. Plaintiff does not seek to recover anything other than penalties
19 as permitted by California Labor Code Section 2699 at this time under the Ninth Cause of
20 Action.

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

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

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

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

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

9. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California from approximately October 2023 to October 2024.

10. 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

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

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

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

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each

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

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

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

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

22 16. Throughout the statutory period, Defendants maintained a policy and practice of
23 not paying Plaintiff and Aggrieved Employees for all hours worked, including all overtime
24 wages. Plaintiff and Aggrieved Employees were required to work "off the clock" and
25 uncompensated. For example, Plaintiff and Aggrieved Employees were sometimes required to
26 wait in line in order to clock into work and when returning from meal breaks, off the clock and
27 uncompensated. Also, Plaintiff and Aggrieved Employees were required to arrive early to work
28 in order to prepare for their shifts prior to clocking into work, off the clock and uncompensated.

1 Also, Plaintiff and Aggrieved Employees had their meal breaks interrupted but were not
2 compensated. Also throughout the statutory period, Plaintiff and Aggrieved Employees received
3 non-discretionary bonuses and other remuneration. However, Defendants failed to calculate all
4 remuneration when calculating the correct overtime rate of pay, sick day rate of pay, and missed
5 break rate of pay, leading to underpayment to Plaintiff and Aggrieved Employees.

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

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

1 Defendants did not maintain accurate records of employee work periods, and therefore
2 Defendants cannot demonstrate that Plaintiff and Aggrieved Employees took rest periods during
3 the middle of each work period. Accordingly, Defendants' policy and practice was to not
4 authorize and permit Plaintiff and Aggrieved Employees to take rest periods in compliance with
5 California law.

6 19. Throughout the statutory period, Defendants wrongfully required Plaintiff and
7 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
8 Defendants without reimbursement, such as the occasional use of personal cellular telephones for
9 work purposes.

10 20. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff and Aggrieved Employees at the conclusion of their employment all wages for all
12 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
13 Further, Defendants did not pay Plaintiff and Aggrieved Employees their final paychecks
14 immediately upon termination.

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

- 24 (a) the violations led them to believe that they were not entitled to be paid
25 minimum wages, overtime wages, meal period premium wages, and rest
26 period premium wages to which they were entitled, even though they were
27 entitled;

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

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

26 **FIRST CAUSE OF ACTION**

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

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

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

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

25. Accordingly, Plaintiff is entitled to recover minimum wages for all non-overtime hours worked for Defendants.

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

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

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

29. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

30. 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 was entitled to be paid twice a month at rates required by law,

1 including minimum wages. However, during all such times, Defendants systematically failed
2 and refused to pay Plaintiff all such wages due, and failed to pay those wages twice a month.

3 31. Plaintiff is also entitled to seek recovery of all unpaid minimum wages, interest,
4 and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and
5 1194(a).

6 **SECOND CAUSE OF ACTION**

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

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

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

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

18 35. At all times relevant hereto, Plaintiff has worked more than eight hours in a
19 workday, as employees of Defendants.

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

24 37. By virtue of Defendants' unlawful failure to pay additional premium rate
25 compensation to Plaintiff for her overtime hours worked, Plaintiff has suffered, and will continue
26 to suffer, damages in amounts which are presently unknown to them but which exceed the
27 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

28 38. By failing to keep adequate time records required by Labor Code § 1174(d),

Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

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

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

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

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

43. Despite these legal requirements, Defendants regularly failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully

1 violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage
2 Orders.

3 44. Under California law, Plaintiff is entitled to be paid one hour of additional wages
4 for each workday he or she was not provided with all required meal period(s), plus interest
5 thereon.

6 **FOURTH CAUSE OF ACTION**

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

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

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

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

25 48. Under California law, Plaintiff is entitled to be paid one hour of premium wages
26 rate for each workday he or she was not provided with all required rest break(s), plus interest
27 thereon.
28

1
2 **FIFTH CAUSE OF ACTION**

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

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

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

10 51. As a result, Plaintiff was damaged at least in the amounts of the expenses she paid,
11 or which were deducted by Defendants from their wages.

12 52. Plaintiff is entitled to attorney's fees, expenses, and costs of suit pursuant to Labor
13 Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

14 **SIXTH CAUSE OF ACTION**

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

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

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

25 55. Within the applicable statute of limitations, the employment of Plaintiff ended, i.e.
26 was terminated by quitting or discharge, and the employment of others will be. However, during
27 the relevant time period, Defendants failed, and continue to fail to pay former employees,
28 without abatement, all wages required to be paid by California Labor Code sections 201 and 202

1 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

3 56. Defendants' failure to pay Plaintiff her wages earned and unpaid at the time of
4 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation
5 of California Labor Code §§ 201 and 202.

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

10 58. Plaintiff is entitled to recover from Defendants her additionally accruing wages for
11 each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant
12 to California Labor Code § 203.

13 59. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also
14 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
15 action.

16 **SEVENTH CAUSE OF ACTION**

17 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 18 **Compliant Wage Records)**

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

21 61. At all material times set forth herein, California Labor Code § 226(a) provides that
22 every employer shall furnish each of his or her employees an accurate itemized wage statement
23 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
24 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
25 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
26 on written orders of the employee may be aggregated and shown as one item, (5) net wages
27 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
28 employee and the last four digits of his or her social security number or an employee

1 identification number other than a social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.

4 62. Defendants have intentionally and willfully failed to provide employees with
5 complete and accurate wage statements. The deficiencies include, among other things, the
6 failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total
7 hours worked by the employee,” and the failure to list the true net wages earned.

8 63. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
9 has suffered injury and damage to their statutorily-protected rights.

10 64. Specifically, Plaintiff has been injured by Defendants’ intentional violation of
11 California Labor Code § 226(a) because she were denied both their legal right to receive, and her
12 protected interest in receiving, accurate, itemized wage statements under California Labor Code
13 § 226(a).

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

18 66. Plaintiff is entitled to recover from Defendants their actual damages caused by
19 Defendants’ failure to comply with California Labor Code § 226(a).

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

22 **EIGHTH CAUSE OF ACTION**

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

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

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

1 70. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important
3 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

13 **Failure to Pay Minimum Wages**

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

17 **Failure to Pay Overtime Wages**

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

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

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

25 **Failure to Provide Meal Periods**

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

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

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

5 **Failure to Indemnify Necessary Business Expenses**

6 78. Defendants' failure to indemnify employees for necessary business expenses in
7 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
8 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
9 17200, *et seq.*

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

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

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

18 81. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
19 conduct.

20 82. Plaintiff is entitled to, and do, seek such relief as may be necessary to disgorge
21 money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has
22 been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
23 practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices
24 of Defendants in order to recover restitution.

25 83. Plaintiff is entitled to and do seek a declaration that the above described business
26 practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants,
27 and each of them, from engaging in any of the above-described unfair, unlawful and/or
28 fraudulent business practices in the future.

84. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries which she suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

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

NINTH CAUSE OF ACTION

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

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

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

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

1 herself and other current or former employees pursuant to the procedures specified in Section
2 2699.3.”

3 90. Plaintiff has exhausted her administrative remedies pursuant to California Labor
4 Code § 2699.3. On November 29, 2024, Plaintiff gave written notice by online filing to the Labor
5 and Workforce Development Agency and by certified mail to Defendants of the specific
6 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
7 former aggrieved employees, including the facts and theories to support the violations (See
8 attached as Exhibit A). Plaintiff’s PAGA case number is No. LWDA-CM-1064247-24. At the
9 time of this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and
10 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
11 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
12 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
13 Code described in this Complaint. These penalties include, but are not limited to, penalties under
14 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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

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

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

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

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

19 **PRAYER FOR RELIEF**

20 Plaintiff, individually, and on behalf of Aggrieved Employees only with respect to the
21 ninth cause of action claims, prays for relief and judgment against Defendants, jointly and
22 severally, as follows:

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

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

27 95. For general unpaid wages as may be appropriate;

28 96. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 97. For liquidated damages;

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

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

6 As to the Second Cause of Action

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

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

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

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

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

16 As to the Third Cause of Action

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

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

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

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

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

25 As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

116. For general unpaid wages and reimbursement of business expenses as may be appropriate;

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

131. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Ninth Cause of Action

136. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements;

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

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

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

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

As to all Causes of Action

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

Dated: March 12, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By:

Kane Moon
Allen Feghali
Lilit Ter-Astvatsatryan
Michael Citrin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: March 12, 2025

MOON LAW GROUP, PC

By:

Kane Moon
Allen Feghali
Lilit Ter-Astvatsatryan
Michael Citrin
Attorneys for Plaintiff