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

CHRISTIAN JOHNSON, individually, and on
 behalf of all others similarly situated, and on
 behalf of the State of California and other
 aggrieved persons,

Plaintiff,

v.

WATERWORKS AQUATICS PASADENA, a
 California Corporation; and DOES 1 through
 10, inclusive,

Defendant.

Case No.: 24STCV31445

CLASS ACTION

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

Judge: Hon. Elaine Lu
 Dept.: 9

Complaint Filed: November 27, 2024
 Trial Date: Not Yet Set

FILED
 Superior Court of California
 County of Los Angeles

03/06/2025

David W. Stryker, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

Plaintiff Christian Johnson (“Plaintiff”), individually and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, on information and belief, alleges as follows:

I. INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant Waterworks Aquatics Pasadena (“Waterworks”), and DOES 1 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and for failure to indemnify employees for expenditures.

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

3. Plaintiff brings the Ninth Cause of Action individually and on behalf of the Aggrieved Employees, meaning all persons who worked for Defendants in California as hourly paid or non-exempt employees during the statute of limitations period applicable to the claim pleaded herein.

4. Defendants own and operate a business within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (IWC), and the California Business and Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants have, at
2 times:

3 (a) Failed to pay all employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor Code and IWC Wage
5 Orders;

6 (b) Failed to provide all employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate
8 records of all meal periods taken or missed, and failed to pay an additional hour's pay for each
9 workday a meal period violation occurred;

10 (c) Failed to authorize and permit employees to take timely and duty-free rest
11 periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an
12 additional hour's pay for each workday a rest period violation occurred;

13 (d) Willfully failed to pay employees all minimum wage, straight time wages,
14 overtime wages, meal period premium wages, and rest period premium wages due within the time
15 period specified by California law when employment terminates;

16 (e) Failed to provide employees with accurate, itemized wage statements
17 containing all the information required by the California Labor Code and IWC Wage Orders;

18 (f) Failed to indemnify employees for expenditures incurred in direct discharge
19 of duties of employment; and

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

24 7. At all relevant times, Defendants were and are legally responsible for all of the
25 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
26 paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further,
27 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
28 the doctrine of respondeat superior.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff Christian Johnson is a resident of Los Angeles, California. He worked for
4 Defendants in Los Angeles County, California as a customer service representative and an account
5 manager as an hourly-paid, non-exempt employee from December 2019 to September 23, 2024.

6 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiff, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American*
8 *Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 10. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that Defendants are, and at all times herein mentioned, were:

12 (a) Business entities conducting business in numerous counties throughout the
13 State of California, including Los Angeles County; and,

14 (b) The former employers and then employers of Plaintiff, and the current and/or
15 former employer of the Putative Class and Aggrieved Employees because Defendants suffered and
16 permitted Plaintiff, the Class, and the Aggrieved Employees to work; and/or exercised control over
17 their wages, hours, or working conditions; and/or engaged Plaintiff, the Class, and the Aggrieved
18 Employees, thereby creating a common law employment relationship.

19 11. Plaintiff does know the true names or capacities of the persons or entities sued
20 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious
21 names. Each of the Doe Defendants was in some manner legally responsible for the damages
22 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
23 amend this complaint to set forth the true names and capacities of these Defendants when they
24 have been ascertained, together with appropriate charging allegations, as may be necessary.

25 12. At all times mentioned herein, the Defendants named as DOES 1 through 10,
26 inclusive, and each of them, were residents of, doing business in, availed themselves of the
27 jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved
28 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 other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

III. JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure section 410.10.

15. The Court has personal jurisdiction over Defendants because Plaintiff's and Class Members' claims arise out of Defendants' business activities conducted in the State of California.

16. At all times mentioned herein, Defendants, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff, the Class, and the Aggrieved Employees in the State of California.

17. Venue is appropriate in Los Angeles County, California because many of the acts and omissions that give rise to the claims for relief alleged in this action took place in Los Angeles County.

IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiff worked for Defendants in Los Angeles County, California as a customer service representative and an account manager as an hourly-paid, non-exempt employee from December 2019 to September 23, 2024. During Plaintiff's employment for Defendants, Defendants

1 paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants
2 repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least
3 eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than
4 40 hours in a workweek.

5 19. Throughout the statutory period, Defendants required Plaintiff, the Class, and
6 Aggrieved Employees to remain on standby during unpaid periods, including before and after their
7 scheduled shifts. Defendants exercised control over their time by requiring employees to remain
8 available to immediately return to work, often without compensation. These standby requirements
9 resulted in uncompensated time that should have been paid at the applicable wage rate.

10 20. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
11 all hours worked (including minimum, straight time, and overtime wages), failed to provide
12 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
13 periods, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff
14 for expenditures.

15 21. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff, the
16 Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and
17 overtime wages. Defendant would, at times, manufacture time keeping records to falsely show that
18 Plaintiff, the Class, and the Aggrieved Employees took meal periods when in fact they worked
19 "off-the-clock," uncompensated. The effect is that Plaintiff, the Class, and the Aggrieved
20 Employees worked through meal periods "off-the-clock," and continued to work after they had
21 clocked out for the workday. Defendants paid Plaintiff, the Class, and the Aggrieved Employees
22 less than all their work time. This unpaid work should have been paid at the overtime rate. In failing
23 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
24 Plaintiff, the Class, and the Aggrieved Employees worked.

25 22. Throughout the statutory period, Defendants used an unreliable timekeeping system
26 that frequently failed to properly record employees' clock-in and clock-out times. When these
27 errors occurred, the burden was placed on the employees to identify and correct the discrepancies,
28

1 often leading to missed or reduced pay. Defendants failed to implement a system to ensure
2 employees were properly compensated for all time worked.

3 23. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
4 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants required
5 Plaintiff, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a
6 day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours
7 of work, or without compensating Plaintiff, the Class, and the Aggrieved Employees for all missed
8 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
9 Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved
10 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
11 be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff,
12 the Class, and the Aggrieved Employees permission to take a meal period. Defendants also failed,
13 at times, to permit Plaintiff, the Class, and the Aggrieved Employees to take a second meal period
14 when they worked at least ten hours of work in a workday. As described above, Defendants would
15 manufacture time keeping records to falsely show that Plaintiff, the Class, and the Aggrieved
16 Employees took meal periods by the fifth hour of work or took meal periods when in fact they
17 worked “off-the-clock”, uncompensated. Accordingly, Defendants failed to provide meal periods
18 to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

19 24. Throughout the statutory period, Defendants have, at times, wrongfully failed to
20 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant
21 rest periods. Defendants required Plaintiff, the Class, and the Aggrieved Employees to work in
22 excess of four consecutive hours a day without Defendants authorizing and permitting them to take
23 a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction
24 of four hours), or without compensating Plaintiffs and the Class for rest periods that were not
25 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, the Class,
26 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
27 which could not be completed without working in lieu of taking mandatory rest periods, or by
28 denying Plaintiff, the Class, and the Aggrieved Employees permission to take a rest period.

1 Accordingly, Defendants failed to authorize and permit Plaintiff, the Class, and the Aggrieved
2 Employees to take rest periods in compliance with California law.

3 25. Defendants regularly promised performance-based bonuses to employees but failed
4 to provide payment even when employees met the stated criteria. Defendants' failure to issue these
5 promised bonuses constitutes an unlawful withholding of earned wages.

6 26. Throughout the statutory period, Defendants, at times, willfully failed and refused
7 to timely pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their
8 termination of employment. In addition, Plaintiff's final paycheck did not include payment for all
9 expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages,
10 and rest period premium wages owed to Plaintiff by Defendants at the conclusion of Plaintiff's
11 employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages
12 when Plaintiff's employment terminated was not a single, isolated incident, but was instead
13 consistent with Defendants' practices that applied, at times, to Plaintiff, the Class, and the
14 Aggrieved Employees.

15 27. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff, the
16 Class, and the Aggrieved Employees with accurate, itemized wage statements showing all
17 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct
18 wages for meal periods that were not provided in accordance with California law, and correct
19 wages for rest periods that were not authorized and permitted to take in accordance with California
20 law). As a result of these violations of California Labor Code section 226, subdivision (a), the
21 Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
24 premium wages, even though they were entitled;

25 (b) the violations led them to believe that they had been paid the minimum wage,
26 straight time wages, overtime wages, meal period premium wages, and rest period premium wages,
27 even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to of them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to of them, the violations caused by them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and of the Class were entitled, and Plaintiff and of the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and of the Class are owed the amounts provided for in California Labor Code section 226, subdivision (e).

28. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses.

29. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these employment-related

1 expenses. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a
2 direct result of performing their job duties for Defendants, but Defendants failed to indemnify
3 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

4 30. Defendants subjected employees to unfair disciplinary actions, including threats of
5 termination and reduced hours, in retaliation for reporting wage violations, complaints about work
6 conditions, and inquiries regarding unpaid wages. These retaliatory actions created a hostile work
7 environment and discouraged employees from exercising their legal rights.

8 **V. CLASS ACTION ALLEGATIONS**

9 31. Plaintiff brings certain claims individually, as well as on behalf of each and all other
10 persons similarly situated, and thus, seeks class certification under California Code of Civil
11 Procedure section 382.

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

14 33. The proposed Class consists of and is defined as:

15 All persons who worked for any Defendant in California as
16 hourly-paid or non-exempt employees at any time during the
17 period beginning four years before the filing of the initial
18 complaint in this action and ending when notice to the Class is
sent.

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

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

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

24 (a) Numerosity: The members of the Class (and each subclass, if any) are so
25 numerous that joinder of all members would be unfeasible and impractical. The membership of the
26 entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than
27 40 individuals and the identity of such membership is readily ascertainable by inspection of
28 Defendants' records.

1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
2 the interests of each Class Member with whom there is a shared, well-defined community of
3 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as
4 demonstrated herein.

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

13 (d) Superiority: A class action is superior to other available methods for the fair
14 and efficient adjudication of the controversy, including consideration of:

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

23 (e) Public Policy Considerations: The public policy of the State of California is
24 to resolve the California Labor Code claims of many employees through a class action. Indeed,
25 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
26 Former employees are also fearful of bringing actions because they believe their former employers
27 might damage their future endeavors through negative references and/or other means. Class actions
28

1 provide the Class Members who are not named in the complaint with a type of anonymity that
2 allows for the vindication of their rights at the same time as their privacy is protected.

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

6 (a) Failed to pay Class Members for all hours worked, including minimum,
7 straight time, and overtime wages;

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

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

12 (d) Failed to provide Class Members with timely final wages;

13 (e) Failed to provide Class Members with accurate wage statements;

14 (f) Failed to indemnify Class Members for expenditures;

15 (g) Failed to produce requested employment records; and

16 (h) Violated California Business and Professions Code sections 17200, *et seq.*
17 as a result of their illegal conduct as described above.

18 38. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure section 382 because:

20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual Class Members;

22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the Class Members;

24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the Class before the Court;

26 (d) Plaintiff, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a class action;
28

1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation for the damages and
3 injuries for which Defendant are responsible in an amount sufficient to adequately compensate the
4 members of the Class for the injuries sustained;

5 (f) Without class certification, the prosecution of separate actions by individual
6 members of the Class would create a risk of:

7 (1) Inconsistent or varying adjudications with respect to individual
8 members of the Class which would establish incompatible standards
9 of conduct for Defendants; and/or,

10 (2) Adjudications with respect to the individual members which would,
11 as a practical matter, be dispositive of the interests of other members
12 not parties to the adjudications, or would substantially impair or
13 impede their ability to protect their interests, including but not
14 limited to the potential for exhausting the funds available from those
15 parties who are, or may be, responsible Defendant; and,

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

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

1 **VI. CAUSES OF ACTION**¹

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

4 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 39 in this Complaint.

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

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

14 43. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to
15 recover minimum and straight time wages for all non-overtime hours worked for Defendants.

16 44. At all relevant times herein mentioned, Defendants, at times, knowingly required
17 Plaintiff, the Class, and Aggrieved Employees to remain on standby during unpaid periods,
18 including before and after their scheduled shifts. Defendants exercised control over their time by
19 requiring employees to remain available to immediately return to work, often without
20 compensation. These standby requirements resulted in uncompensated time that should have been
21 paid at the applicable wage rate.

22 45. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved
23 Employees have been deprived of their rights to be paid wages earned by virtue of their
24 employment with Defendants.

25 46. By virtue of the Defendants’ unlawful failure to pay additional compensation to
26 Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without
27

28 ¹ Unless otherwise stated, Plaintiff asserts all causes of action against all Defendants.

1 pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
2 damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved
3 Employees, and which will be ascertained according to proof at trial.

4 47. By failing to keep adequate time records required by California Labor Code section
5 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum
6 wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

7 48. Defendants used an unreliable timekeeping system that frequently failed to properly
8 record employees' clock-in and clock-out times. When these errors occurred, the burden was placed
9 on the employees to identify and correct the discrepancies, often leading to missed or reduced pay.
10 Defendants failed to implement a system to ensure employees were properly compensated for all
11 time worked.

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

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

21 51. Defendants regularly promised performance-based bonuses to employees but failed
22 to provide payment even when employees met the stated criteria. Defendants' failure to issue these
23 promised bonuses constitutes an unlawful withholding of earned wages.

24 52. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery
25 of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs
26 pursuant to California Labor Code sections 218.5, 218.6, and 1194, subdivision (a).

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 52 in this Complaint.

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

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

56. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have, at times, worked more than eight hours in a workday and/or more than 40 hours in a workweek, as employees of Defendants.

57. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code sections 510 and 1198.

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

59. By failing to keep adequate time records required by California Labor Code section 1174 subdivision (d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff, the Class, and the Aggrieved Employees.

60. Plaintiff, the Class, and the Aggrieved Employees also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor

Code section 1194, subdivision (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.

61. California Labor Code section 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, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code section 204.

THIRD CAUSE OF ACTION
(Failure to Provide Meal Periods)

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

63. Under California law, Defendant has an affirmative obligation to relieve the Plaintiff, the Class, and the Aggrieved Employees of all duties in order to take their first daily meal periods no later than at the end of Plaintiff, and the Class, and the Aggrieved Employees' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code section 512, 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 California Labor Code section 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

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

65. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Failure to Authorize and Permit Rest Periods)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 65 in this Complaint.

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

68. Despite these legal requirements, Defendants at times failed to authorize Plaintiff, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and some of, but not necessarily all of the Class to take rest periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable Wage Orders.

69. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

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

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

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

73. Defendants' failure to pay the Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

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

75. Pursuant to California Labor Code section 203, the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum.

76. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 76 in this Complaint.

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

79. Defendants used an unreliable timekeeping system that frequently failed to properly record employees' clock-in and clock-out times. When these errors occurred, the burden was placed on the employees to identify and correct the discrepancies, often leading to missed or reduced pay. Defendants failed to implement a system to ensure employees were properly compensated for all time worked. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved Employees, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

1 80. As a result of Defendants' violation of California Labor Code section 226,
2 subdivision (a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage
3 to their statutorily protected rights.

4 81. Specifically, Plaintiff, the Class, and the Aggrieved Employees have been injured
5 by Defendants' intentional violation of California Labor Code section 226, subdivision (a) because
6 Plaintiff, the Class, and the Aggrieved Employees were denied both their legal right to receive, and
7 their protected interest in receiving, accurate, itemized wage statements under California Labor
8 Code section 226, subdivision (a).

9 82. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved
10 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class,
11 and the Aggrieved Employees were also injured as a result of having to bring this action to attempt
12 to obtain correct wage information following Defendants' refusal to comply with many of the
13 mandates the California Labor Code and related laws and regulations.

14 83. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from
15 Defendant the greater of their actual damages caused by Defendant's failure to comply with
16 California Labor Code section 226, subdivision(a), or an aggregate penalty not exceeding \$4,000
17 per employee.

18 84. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive
19 relief, as well as an award of attorney's fees and costs to ensure compliance with this section,
20 pursuant to California Labor Code section 226, subdivision (h).

21 **SEVENTH CAUSE OF ACTION**

22 **(Failure to Indemnify Employees for Expenditures)**

23 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
24 1 through 84 in this Complaint.

25 86. As set forth above, Plaintiff, the Class, and the Aggrieved Employees were required
26 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
27 their duties or of their obedience to directions of Defendants.
28

1 87. Defendant violated California Labor Code section 2802, by failing to pay and
2 indemnify Plaintiff, the Class, and the Aggrieved Employees for necessary expenditures and losses
3 incurred in direct consequence of the discharge of their duties or of their obedience to directions
4 of Defendants.

5 88. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least
6 in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

7 89. Plaintiff, the Class, and the Aggrieved Employees are entitled to reasonable
8 attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802,
9 subdivision(c) and interest pursuant to section 2802, subdivision (b).

10 **EIGHTH CAUSE OF ACTION**

11 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

12 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
13 1 through 89 in this Complaint.

14 91. Defendants, and each of them, are "persons" as defined under California Business
15 and Professions Code section 17201.

16 92. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
17 unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks
18 to enforce important rights affecting the public interest within the meaning of Code of Civil
19 Procedure section 1021.5.

20 93. Defendants' activities, as alleged herein, are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business and Professions
22 Code sections 17200, *et seq.*

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

Failure to Pay Minimum and Straight Time Wages

95. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

Failure to Pay Overtime Wages

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Business Expenses

99. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

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

101. Plaintiff, the Class, and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendant's wrongful conduct.

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

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

12 104. Plaintiff, individually, and on behalf of members of the Putative Class, have no
13 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
14 suffered because of the Defendant's unfair, unlawful and/or fraudulent business practices. As a
15 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
16 individually, and on behalf of members of the Putative Class, have suffered and will continue to
17 suffer irreparable harm unless the Defendant are restrained from continuing to engage in said
18 unfair, unlawful and/or fraudulent business practices.

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

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

NINTH CAUSE OF ACTION

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

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 106 in this Complaint.

108. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

109. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California 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 the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

110. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code section 2699.3. On or about November 26, 2024, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about November 26, 2024. Plaintiff’s PAGA case number is LWDA-CM-1063830-24.

111. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved

1 Employees, seeks recovery of any and all applicable civil penalties for Defendants' violation of
2 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

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

12 113. During the time period of employment for Plaintiff and the Aggrieved Employees,
13 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
14 failing to maintain accurate records showing meal periods, and accurate records showing when
15 employees begin and end each work period. Defendants' failure to provide and maintain records
16 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
17 Employees the ability to know, understand and question the accuracy and frequency of meal
18 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
19 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
20 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
21 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
22 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
23 seeking to compel Defendants to fully perform their obligation under state law, all to their
24 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
25 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
26 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
27 understanding, and disputing the wage payments paid to them.
28

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

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

VII. PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For penalties, restitution, and liquidated damages pursuant to California Labor Code section 1197.1;
8. For liquidated damages;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

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

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

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

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

2 As to the Eighth Cause of Action

3 42. That the Court declare, adjudge, and decree that Defendant violated California
4 Business and Professions Code sections 17200, *et seq.* by failing to pay for all hours worked
5 (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to
6 authorize and permit rest periods;

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

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

12 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5;

14 46. For injunctive relief to ensure compliance with this section, pursuant to California
15 Business and Professions Code sections 17200, *et seq.*; and,

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

17 As to the Ninth Cause of Action

18 48. That the Court declare, adjudge, and decree that Defendants violated the California
19 Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and
20 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
21 failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

22 49. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and
23 all other applicable Labor Code provisions;

24 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 2699; and;

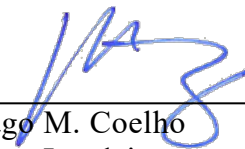
26 51. For such other and further relied as the Court may deem equitable and appropriate.
27
28

As to all Causes of Action

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

Dated: March 6, 2025

Respectfully submitted,



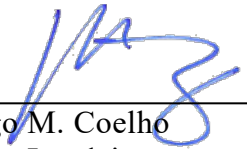
Thiago M. Coelho
Lauren Lenzion
Jesenia A. Martinez
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Jesse S. Chen
N. Nima Shamtoub
WILSHIRE LAW FIRM, PLC
*Attorneys for Plaintiff and the Putative
Class*

DEMAND FOR JURY TRIAL

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

Dated: March 6, 2025

Respectfully submitted,



Thiago M. Coelho
Lauren Lenzion
Jesenia A. Martinez
Patrick O'Connor
Jesse S. Chen
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WILSHIRE LAW FIRM, PLC
*Attorneys for Plaintiff and the Putative
Class*

PROOF OF SERVICE

CHRISTIAN JOHNSON v. WATERWORKS AQUATICS PASADENA
Los Angeles County Superior Court Case No.: 24STCV31445

I, Virginia Tomlinson, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **March 6, 2025**, I served the foregoing

FIRST AMENDED COMPLAINT; DEMAND FOR JURY TRIAL

on the interested parties as follows:

Bret Martin
Boris Sorsher
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121

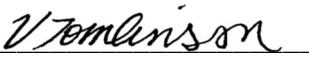
bmartin@fisherphillips.com;
bsorsher@fisherphillips.com;

Attorneys for Defendant, Waterworks Aquatics Pasadena

(X) **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, which is their most recent known email address or e-mail of record in this action. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **March 6, 2025**, at Los Angeles, California.


Virginia Tomlinson