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 Superior Court of California
 County of Los Angeles
 02/13/2025

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

JESSE WILLIAM SORIANO, individually, and
 on behalf of all others similarly situated,

Plaintiff,

vs.

ISP2, INC.; ISP2 VACAVILLE, INC.; ISP2
 SAN RAMON, INC.; ISP2 BAKERSFIELD,
 INC.; ISP2 BAKERSFIELD MARKETPLACE,
 INC.; ISP2 BURLINGTON, INC.; ISP2 CHINO,
 INC.; ISP2 DANVILLE, INC.; ISP2 DUBLIN,
 INC.; ISP2 EMERYVILLE, INC.; ISP2
 FOUNTAIN VALLEY, INC.; ISP2 FRESNO,
 INC.; ISP2 FRESNO 2, INC.; ISP2 HAYWARD,
 INC.; ISP2 HILLSDALE, INC.; ISP2 LONG
 BEACH, INC.; ISP2 MODESTO, INC.; ISP2
 MONTEREY, INC.; ISP2 MOUNTAIN VIEW,
 INC.; ISP2 NEWPORT BEACH, INC.; ISP2
 NORTHRIDGE, INC.; ISP2 OAKLAND, INC.;
 ISP2 ROCKRIDGE, INC.; ISP2
 SACRAMENTO, INC.; ISP2 SALINAS, INC.;
 ISP2 SAN DIEGO, INC.; ISP2 SAN JOSE D/T
 INC.; ISP2 SAN LUIS OBISPO, INC.; ISP2
 SANTA CLARA, INC.; ISP2 SANTA CRUZ,
 INC.; ISP2 SANTANA ROW, INC.; ISP2 SAP,
 INC.; ISP2 SERRAMONTE, INC.; ISP2
 SHATTUCK, INC.; ISP2 SKYPORT, INC.;
 ISP2 STOCKTON, INC.; ISP2 STONESTOWN,
 INC.; ISP2 SUNNYVALE, INC.; ISP2 THE
 PLANT, INC.; ISP2 THE WILLOWS, INC.;
 ISP2 TURLOCK, INC.; ISP2 TUSTIN, INC.;
 ISP2 VALLEJO, INC.; ISP2 WALNUT CREEK,
 INC.; ISP2 WESTGATE, INC.; and DOES 1
 through 25, inclusive,

Defendants

Case No.: 24STCV32571

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 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.*]; and
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants ISP2, INC.; ISP2 VACAVILLE,
6 INC.; ISP2 SAN RAMON, INC.; ISP2 BAKERSFIELD, INC.; ISP2 BAKERSFIELD
7 MARKETPLACE, INC.; ISP2 BURLINGTON, INC.; ISP2 CHINO, INC.; ISP2 DANVILLE,
8 INC.; ISP2 DUBLIN, INC.; ISP2 EMERYVILLE, INC.; ISP2 FOUNTAIN VALLEY, INC.; ISP2
9 FRESNO, INC.; ISP2 FRSNO 2, INC.; ISP2 HAYWARD, INC.; ISP2 HILLSDALE, INC.; ISP2
10 LONG BEACH, INC.; ISP2 MODESTO, INC.; ISP2 MONTEREY, INC.; ISP2 MOUNTAIN
11 VIEW, INC.; ISP2 NEWPORT BEACH, INC.; ISP2 NORTHRIDGE, INC.; ISP2 OAKLAND,
12 INC.; ISP2 ROCKRIDGE, INC.; ISP2 SACRAMENTO, INC.; ISP2 SALINAS, INC.; ISP2 SAN
13 DIEGO, INC.; ISP2 SAN JOSE D/T INC.; ISP2 SAN LUIS OBISPO, INC.; ISP2 SANTA
14 CLARA, INC.; ISP2 SANTA CRUZ, INC.; ISP2 SANTANA ROW, INC.; ISP2 SAP, INC.; ISP2
15 SERRAMONTE, INC.; ISP2 SHATTUCK, INC.; ISP2 SKYPORT, INC.; ISP2 STOCKTON,
16 INC.; ISP2 STONESTOWN, INC.; ISP2 SUNNYVALE, INC.; ISP2 THE PLANT, INC.; ISP2
17 THE WILLOWS, INC.; ISP2 TURLOCK, INC.; ISP2 TUSTIN, INC.; ISP2 VALLEJO, INC.;
18 ISP2 WALNUT CREEK, INC.; ISP2 WESTGATE, INC., and Does 1 through 10 (collectively
19 referred to as “Defendants”) for California Labor Code violations and unfair business practices
20 stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure
21 to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
22 records of hours worked and meal periods, failure to timely pay all wages to terminated employees,
23 failure to indemnify necessary business expenses, and failure to furnish accurate wage statements.

24 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
25 action on behalf of himself and certain current and former employees of Defendants (hereinafter
26 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
27 Class consists of Plaintiff and all other persons who have been employed by any Defendants in
28

1 California as an hourly-paid, non-exempt employee during the statute of limitations period
2 applicable to the claims pleaded here.

3 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
4 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
5 Plaintiff, the State of California, and past and present hourly-paid, non-exempt employees of
6 Defendants who worked in California during the applicable statute of limitations period (hereinafter
7 referred to as the “Aggrieved Employees”).

8 4. Defendants own/owned and operate/operated an industry, business, and
9 establishment within the State of California, including San Bernardino County. As such, and based
10 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
11 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
12 (“IWC”), and the California Business & Professions Code.

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

- 15 (a) Failing to pay employees for all hours worked, including all minimum
16 wages, and overtime wages in compliance with the California Labor Code
17 and IWC Wage Orders;
 - 18 (b) Failing to provide employees with timely and duty-free meal periods in
19 compliance with the California Labor Code and IWC Wage Orders, failing
20 to maintain accurate records of all meal periods taken or missed, and failing
21 to pay an additional hour’s pay for each workday a meal period violation
22 occurred;
 - 23 (c) Failing to authorize and permit employees to take timely and duty-free rest
24 periods in compliance with the California Labor Code and IWC Wage
25 Orders, and failing to pay an additional hour’s pay for each workday a rest
26 period violation occurred;
 - 27 (d) Failing to indemnify employees for necessary business expenses incurred;
- 28

- 1 (e) Willfully failing to pay employees all minimum wages, overtime wages,
2 meal period premium wages, and rest period premium wages due within the
3 time period specified by California law when employment terminates;
4 (f) Failing to maintain accurate records of the hours that employees worked;
5 and
6 (g) Failing to provide employees with accurate, itemized wage statements
7 containing all the information required by the California Labor Code and
8 IWC Wage Orders.

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

13 7. At all relevant times, Defendants were and are legally responsible for all of the
14 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
15 foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees.
16 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
17 herein under the doctrine of "respondeat superior".

18 **THE PARTIES**

19 **A. Plaintiff**

20 8. Plaintiff is a California resident who worked for Defendants in the County of San
21 Bernardino, State of California from approximately September 2022 to July 2024.

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

25 **B. Defendants**

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

- 28 (a) Business entities with their principal places of business in San Bernardino,

California.

(b) Business entities conducting business in numerous counties throughout the State of California, including in San Bernardino County; and

(c) The former employers of Plaintiff, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff, the Class, and the Aggrieved Employees.

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

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 Plaintiff, the Class, and the 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, the Class, 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 Defendant was the principal, agent, partner, joint venturer, 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.

1 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
2 within the scope of the relationships alleged above, that each Defendant knew or should have
3 known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the
4 conduct of all other Defendants.

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

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

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

17 16. Throughout the statutory period, Defendants maintained a policy and practice of not
18 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
19 overtime wages. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved
20 Employees were required to work off-the-clock, and uncompensated. For example, Plaintiff, the
21 Class, and the Aggrieved Employees were required to wait in line in order to clock into work and
22 when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff, the Class, and
23 the Aggrieved Employees experienced interrupted meal breaks without compensation. Also,
24 Plaintiff, the Class, and the Aggrieved Employees were required to sometimes wait for managers
25 to open the stores in order to clock into work, off the clock and uncompensated. Also, Plaintiff,
26 the Class, and the Aggrieved Employees were sometimes required to continue to work after
27 clocking out of work, such as to handle garbage, organize chairs, clean, and put away items,
28 uncompensated. Also throughout the statutory period, Plaintiff, the Class, and the Aggrieved

1 Employees received nondiscretionary bonuses, split differentials, food items benefits, and other
2 remuneration. However, Defendants failed to incorporate all remuneration when calculating the
3 correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to
4 underpayment. Also throughout the statutory period, Plaintiff, the Class, and the Aggrieved
5 Employees were sometimes required to arrive at work, only to be asked to return home within the
6 first 2 hours, without being paid reporting time pay. Also, Defendants failed to pay all sick days
7 that Plaintiff, the Class, and the Aggrieved Employees took, despite paid sick days being available
8 to them, leading to underpayment to Plaintiff, the Class, and the Aggrieved Employees.

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

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

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

9 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
10 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
11 duties for Defendants without reimbursement, such as the occasional use of personal cellular
12 telephones for work purposes and the occasional use of personal vehicles for work purposes, such
13 as to pick up items/supplies from the store or other locations.

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

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

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, rest period premium wages, and reimbursement for business expenses to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate, even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, 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, overtime, meal period premium, and rest period premium wages and business reimbursements 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 and reimbursements owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

28 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect

1 the interests of each Class Member with whom there is a shared, well-
2 defined community of interest and typicality of claims, as demonstrated
3 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
4 Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in the
5 rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action will
7 continue to incur, costs and attorneys' fees that have been, are, and will be
8 necessarily expended for the prosecution of this action for the substantial
9 benefit of each Class Member.

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

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

20 (e) Public Policy Considerations: The public policy of the State of California is
21 to resolve the California Labor Code claims of many employees through a
22 class action. Indeed, current employees are often afraid to assert their rights
23 out of fear of direct or indirect retaliation. Former employees are also fearful
24 of bringing actions because they believe their former employers might
25 damage their future endeavors through negative references and/or other
26 means. Class actions provide the class members who are not named in the
27 complaint with a type of anonymity that allows for the vindication of their
28 rights at the same time as their privacy is protected.

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

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

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

- 19 (a) The questions of law and fact common to the Class predominate over any
20 question affecting only individual members;
- 21 (b) A class action is superior to any other available method for the fair and
22 efficient adjudication of the claims of the members of the Class;
- 23 (c) The members of the Class are so numerous that it is impractical to bring all
24 members of the class before the Court;
- 25 (d) Plaintiff, and the other members of the Class, will not be able to obtain
26 effective and economic legal redress unless the action is maintained as a
27 class action;
- 28 (e) There is a community of interest in obtaining appropriate legal and equitable

1 relief for the statutory violations, and in obtaining adequate compensation
2 for the damages and injuries for which Defendants are responsible in an
3 amount sufficient to adequately compensate the members of the Class for
4 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 of the Class
11 which would, as a practical matter, be dispositive of the interests of
12 other members not parties to the adjudications, or would substantially
13 impair or impede their ability to protect their interests, including, but
14 not limited to, the potential for exhausting the funds available from
15 those parties who are, or may be, responsible Defendants; 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
18 the Class as a whole.

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

26 ///

27 ///

1 **FIRST CAUSE OF ACTION**

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

3 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
4 foregoing paragraphs of this Complaint.

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

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

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

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

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

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

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

27 39. California Labor Code § 204 requires employers to provide employees with all
28 wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
2 by law, including minimum wages. However, during all such times, Defendants systematically
3 failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages
4 twice a month.

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

8 **SECOND CAUSE OF ACTION**

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

10 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
11 foregoing paragraphs of this Complaint.

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

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

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

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

26 46. By virtue of Defendants' unlawful failure to pay additional premium rate
27 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
28 have suffered, and will continue to suffer, damages in amounts which are presently unknown to

1 them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained
2 according to proof at trial.

3 47. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
5 due to Plaintiff and the Class.

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

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

15 **THIRD CAUSE OF ACTION**

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

17 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
18 foregoing paragraphs of this Complaint.

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

27 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
28 and the Class with both meal periods as required by California law. By their failure to permit and

1 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
2 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
4 Wage Orders.

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

8 **FOURTH CAUSE OF ACTION**

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

10 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
11 foregoing paragraphs of this Complaint.

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

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

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

FIFTH CAUSE OF ACTION

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

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

61. Plaintiff and the Class he represents are entitled to attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

SIXTH CAUSE OF ACTION

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

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

63. At all times herein set forth, California Labor Code §§ 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 seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

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

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

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

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

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

21 **SEVENTH CAUSE OF ACTION**

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

24 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
25 foregoing paragraphs of this Complaint.

26 70. At all material times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage statement in
28 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

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

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

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

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

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

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

26 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
27 attorneys’ fees and costs to ensure compliance with this section, pursuant to California Labor Code
28 § 226(h).

1 **EIGHTH CAUSE OF ACTION**

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

4 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
5 foregoing paragraphs of this Complaint.

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

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

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

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

21 **Failure to Pay Minimum Wages**

22 82. Defendants’ failure to pay minimum wages, and other benefits in violation of the
23 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
24 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
25 17200, *et seq.*

26 **Failure to Pay Overtime Wages**

27 83. Defendants’ failure to pay overtime compensation and other benefits in violation of
28 California Labor Code §§ 510, 1194, and 1198, as alleged above, constitutes unfair, unlawful,

1 and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

7 **Failure to Provide Meal Periods**

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

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

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

17 **Failure to Indemnify Necessary Business Expenses**

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

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

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

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

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

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

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

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

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

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

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

Members; 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.*)

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

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

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

99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On December 7, 2024, he gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1065846-24.

100. 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 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code § 2699 pursuant to California Labor Code § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

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

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

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

1 be entitled to an award of reasonable attorney's fees and costs."

2 **PRAYER FOR RELIEF**

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

5 **Class Certification**

6 1. That this action be certified as a class action with respect to the First, Second, Third,
7 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

8 2. That Plaintiff be appointed as the representative of the Class; and

9 3. That counsel for Plaintiff be appointed as Class Counsel.

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

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

14 5. For general unpaid wages as may be appropriate, including minimum, straight time,
15 regular, double time, sick pay, and/or vacation;

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

18 7. For liquidated damages;

19 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code § 1194(a); and

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

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

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

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

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

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

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

4 As to the Third Cause of Action

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

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

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

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

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

13 As to the Fourth Cause of Action

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

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

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

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

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

22 As to the Fifth Cause of Action

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

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

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

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

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

3 As to the Sixth Cause of Action

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

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

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

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

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

13 As to the Seventh Cause of Action

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

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

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

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

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

22 As to the Eighth Cause of Action

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

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

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

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

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

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

11 As to the Ninth Cause of Action

12 46. That the Court declare, adjudge, and decree that Defendants violated the California
13 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime
14 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain
15 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse
16 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate
17 wage statements;

18 47. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other
19 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all
20 Aggrieved Employees;

21 48. Pre-judgment and post-judgment interest at the maximum rate allowed;

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

24 50. Injunctive and declaratory relief to the extent allowed by PAGA; and

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

26 As to All Causes of Action

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

1 Dated: February 12, 2025

Respectfully submitted,

2 MOON LAW GROUP, PC

3 By: *Charlotte Mikat-Stevens*
4 Kane Moon
5 Allen Fegahli
6 Charlotte Mikat-Stevens
7 Attorneys for Plaintiff

8 **DEMAND FOR JURY TRIAL**

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

10 Dated: February 12, 2025

MOON LAW GROUP, PC

11 By: *Charlotte Mikat-Stevens*
12 Kane Moon
13 Allen Feghali
14 Charlotte Mikat-Stevens
15 Attorneys for Plaintiff