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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ZACHARY CLAYTON and RICARDO RUIZ
ORDAZ, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

WABASH NATIONAL CORPORATION; and
DOES 1 through 10, inclusive,

Defendants

Lead Case No.: CVRI2407382
[Consolidated with Case Nos. CVRI2502244
and CVRI2503943]

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1182.12, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 204, 510, 558, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512, and 558];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7, 516, and 558];

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, *et seq.*];
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 Plaintiffs Zachary Clayton and Ricardo Ruiz Ordaz (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

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

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

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

24 6. On information and belief, Defendants, and each of them, were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

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

JURISDICTION

8. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this action for recovery of unpaid wages and penalties under California Labor Code §§ 201-203, 204, 226, *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698, *et seq.*, California Business and Professions Code §§ 17200 *et seq.* (“Unfair Competition Law”), and Industrial Welfare Commission (“IWC”) Wage Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

VENUE

9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Riverside. Defendants transact business within the County of Riverside and/or otherwise are found within the County of Riverside, and Defendants are within the jurisdiction of this Court for purposes of service of process.

THE PARTIES

A. Plaintiffs

10. Plaintiff Clayton is a California resident who worked for Defendants in the County of San Bernardino, State of California during the statutory period.

11. At all relevant times herein, Plaintiff Ordaz was and currently is, a California resident living within Riverside County. Defendants have employed Plaintiff Ordaz as a non-exempt “Forklift Driver” in Moreno Valley, California since approximately September 2022. Plaintiff Ordaz has been on an injury related leave of absence since July 2024. Plaintiff Ordaz’s

primary job duties include gathering and sorting various materials and parts required to assemble vehicles

12. Plaintiffs are each an individual over the age of eighteen (18). During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were each employed by Defendants as a non-exempt employee. Plaintiffs were, and are, each a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201-203, 204, 226, *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698, *et seq.*, the Unfair Competition Law, and IWC Wage Order 1, which sets the employment standards for the manufacturing industry.

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

B. Defendants

14. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants are:

- (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 Riverside County, by operating a company specializing in the design and manufacturing of semi-trailer trucks and other freight transportation vehicles; and
- (c) The former employers of Plaintiffs, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiffs, 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 Plaintiffs, the Class, and the Aggrieved Employees.

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

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

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

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

25 18. Defendants design and manufacture semi-trailer trucks and other freight
26 transportation vehicles.

27 19. Plaintiffs are California residents who worked for Defendants in the County of
28 Riverside, State of California during the statutory period. During the statutory time period,

1 Defendants classified Plaintiffs each as a non-exempt employee. Plaintiffs were typically
2 scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single
3 workday.

4 20. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
5 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
6 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
7 periods, failed to indemnify for necessary business expenses, failed to timely pay all final wages
8 to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish accurate
9 wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants
10 was typical and illustrative.

11 21. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
13 minimum and overtime wages. Throughout the statutory period, Plaintiffs, the Class, and the
14 Aggrieved Employees were required to work off-the-clock, and uncompensated. Specifically,
15 Defendants failed to compensate Plaintiffs and other non-exempt employees for time spent
16 undergoing security checks prior to clocking in. Defendants conducted security checks that
17 consisted of a security guard verifying every employee's identification badge prior to the
18 employees passing through the security area and being able to reach a timeclock to clock in. On
19 occasion, Plaintiffs, the Class, and the Aggrieved Employees were required to wait in line for a
20 prolonged amount of time during these security checks in order to clock into work and when
21 returning from meal breaks, off the clock and uncompensated, thereby causing further delay to
22 their ability to clock in while remaining subject to Defendants' control. Also, Plaintiffs, the Class,
23 and the Aggrieved Employees experienced interrupted meal breaks without compensation. Also,
24 Plaintiffs, the Class, and the Aggrieved Employees were required to put on PPE prior to clocking
25 into work, such as safety glasses and ear plugs, uncompensated. Due to Defendants' timekeeping
26 policies and practices that fail to compensate for all hours worked, Plaintiff and other non-exempt
27 employees were deprived of all required minimum wages. Further, on occasions when Plaintiff
28 and other non-exempt employees worked over eight hours in a day and/or forty hours in a

1 workweek, Plaintiff and other non-exempt employees were also deprived of all overtime wages
2 owed. Also, throughout the statutory period, Plaintiffs, the Class, and the Aggrieved Employees
3 received nondiscretionary bonuses, and other remuneration. However, Defendants failed to
4 incorporate all remuneration when calculating the correct overtime rate of pay, meal break
5 premium rate of pay, and sick day rate of pay, leading to underpayment.

6 22. Throughout the statutory period, Defendants have wrongfully failed to provide
7 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
8 Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
9 Employees to work in excess of five consecutive hours a day without providing 30-minute,
10 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
11 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
12 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
13 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal
14 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
15 tenth hour of work. Specifically, Defendants required Plaintiff Ordaz and other non-exempt
16 employees to always carry “walkie-talkies” and/or radios with them, including during meal
17 periods. As such, Defendants supervisors frequently interrupted Plaintiff Ordaz’s and other non-
18 exempt employees during purported meal periods to inform them of work-related issues and
19 delegate tasks that needed to be completed after their meal periods. Defendants required Plaintiff
20 Ordaz and other non-exempt employees to immediately respond to any incoming calls on the
21 radios, even if employees were off-the-clock during meal periods. This policy fails to relinquish
22 all control over how Plaintiffs and other non-exempt employees spend their meal periods, in
23 violation of California law. On occasions when Plaintiffs and other non-exempt employees were
24 not provided with all lawful meal periods to which they were entitled, Defendants failed to pay
25 Plaintiffs and other non-exempt employees an additional hour of premium pay, as required by
26 Labor Code § 226.7. Accordingly, Defendants’ policy and practice was to not provide meal periods
27 to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

23. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the middle of each work period. As with meal periods, Defendants required Plaintiff Ordaz and other non-exempt employees to carry “walkie-talkies” and/or radios and respond to incoming radio calls at all times, including during employees’ 10-minute rest periods, in violation of *Augustus v. Security Services, Inc.* (2016) 2 Cal.5th 257, 269 (“[O]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to...communication devices, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods”). Despite Defendants’ failure to authorize and permit Plaintiffs and other non-exempt employees to take all legally-compliant rest periods, Defendants failed to provide Plaintiffs and other non-exempt employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Accordingly, Defendants’ policy and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

1 24. Throughout the statutory period, Defendants wrongfully required Plaintiff Clayton,
2 the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
3 their duties for Defendants without reimbursement, such as the purchase of items such as tape
4 measures and uniforms, the maintenance of those uniforms, and the occasional use of personal
5 cellular telephones for work purposes.

6 25. Throughout the statutory period, Defendants willfully failed and refused to timely
7 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
8 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
9 premium wages. Accordingly, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
10 Employees their final paychecks immediately upon termination.

11 26. As a result of Defendants' failure to pay all overtime wages, minimum wages, and
12 meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records
13 and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. Throughout
14 the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved
15 Employees with accurate, itemized wage statements showing all applicable hourly rates, and all
16 gross and net wages earned (including correct hours worked, correct wages earned for hours
17 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
18 accordance with California law, correct wages for rest periods that were not authorized and
19 permitted to take in accordance with California law, and Defendants' address). Further, the wage
20 statements do not show Defendants' address as required by California law. As a result of these
21 violations of California Labor Code § 226(a), Plaintiffs, the Class, and the Aggrieved Employees
22 suffered injury because, among other things:

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

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

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

27 **CLASS ACTION ALLEGATIONS**

28 27. Plaintiffs bring certain claims individually, as well as on behalf of each and all other

1 persons similarly situated, and thus, seek class certification under California Code of Civil
2 Procedure § 382.

3 28. All claims alleged herein arise under California law for which Plaintiffs seek relief
4 authorized by California law.

5 29. The proposed Class consists of and is defined as:

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

9 30. At all material times, Plaintiffs were each a member of the Class.

10 31. Plaintiffs undertake this concerted activity to improve the wages and working
11 conditions of all Class Members.

12 32. Sub-Class Definitions:

13 (a) The Minimum Wage Class consists of all of Defendants' current and former
14 non-exempt employees in California who were subject to Defendants'
15 timekeeping policies and/or practices for non-exempt employees, during the
16 four years immediately preceding the filing of this action through the
17 present.

18 (b) The Overtime Class consists of all Defendants' current and former non-
19 exempt employees in California who worked more than 8.0 hours per day
20 and/or 40.0 hours per workweek and were subject to Defendants'
21 timekeeping policies and/or practices for non-exempt employees, during the
22 four years immediately preceding the filing of this action through the
23 present.

24 (c) The Meal Period Class consists of all Defendants' current and former non-
25 exempt employees in California who worked at least one shift in excess of
26 5.0 hours during the four years immediately preceding the filing of this
27 action through the present.

28 (d) The Rest Period Class consists of all Defendants' current and former non-

1 exempt employees in California who worked at least one shift in excess of
2 3.5 hours, during the four years immediately preceding the filing of this
3 action through the present.

4 (e) The Unreimbursed Expenses Class consists of all Defendants' current and
5 former non-exempt employees in California who incurred and did not
6 receive reimbursement for necessary and/or reasonable expenses incurred as
7 a result of their employment, during the four years immediately preceding
8 the filing of this action through the present.

9 (f) The Waiting Time Class consists of all members of the Overtime Class,
10 Minimum Wage Class, Meal Period Class, and/or Rest Period Class who
11 received did not receive timely payment of wages at the end of employment,
12 during the three years immediately preceding the filing of this action through
13 the present.

14 (g) The Wage Statement Class consists of all members of the Overtime Class,
15 Minimum Wage Class, Meal Period Class, and/or Rest Period Class who
16 received a wage statement from Defendants, during the one year
17 immediately preceding the filing of this action through the present.

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

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

26 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28 defined community of interest, and Plaintiffs' claims (or defenses, if any)

are typical of all Class Members' claims as demonstrated herein.

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

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

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

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the

complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

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

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members, including, without limitation:
 - 1) Whether Defendants lawfully paid all premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code sections 204, 510, 558, 1194 and 1198;
 - 2) Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;

- 3) Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
 - 4) Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
 - 5) Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7; and
 - 6) Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
 - (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
 - (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
 - (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
 - (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards

of conduct for Defendants; and/or

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

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

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

FIRST CAUSE OF ACTION

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

37. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

38. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

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

4 40. At all relevant times herein mentioned, Defendants knowingly failed to pay to
5 Plaintiffs and the Class compensation for all hours they worked and Defendants failed to conform
6 their pay practices to the requirements of the law. This unlawful conduct includes but is not limited
7 to all hours they were subject to Defendants’ control. By their failure to pay compensation for each
8 hour worked as alleged above, Defendants willfully violated the provisions of California Labor
9 Code § 1194 and any additional applicable Wage Orders, which require such compensation to non-
10 exempt employees.

11 41. California Labor Code section 1198 makes unlawful the employment of an
12 employee under conditions that the Industrial Welfare Commission prohibits. California Labor
13 Code sections 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees
14 the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages
15 as well as liquidated damages in an amount equal to the wages due and interest thereon.

16 42. As a direct and proximate result of Defendants’ unlawful conduct as alleged herein,
17 Plaintiffs and the Minimum Wage Class have sustained economic damages, including, but not
18 limited to unpaid minimum wages and lost interest for all non-overtime hours, in an amount to be
19 established at trial, and they are entitled to recover economic and statutory damages and penalties
20 and other appropriate relief as a result of Defendants’ violations of the California Labor Code and
21 Wage Order 1.

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

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

1 45. By failing to keep adequate time records required by California Labor Code §
2 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
3 compensation due Plaintiff and the Class. Defendants' timekeeping policies/practices are unlawful
4 and create an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a
5 civil action for the unpaid amount of minimum wages, liquidated damages, including interest
6 thereon, statutory penalties, civil penalties, attorney's fees, and costs of suit according to California
7 Labor Code §§ 204, 210, 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure
8 section 1021.5.

9 46. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to
10 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

17 48. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
18 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
19 218.5, 218.6, and 1194(a).

20 **SECOND CAUSE OF ACTION**

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

22 49. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
23 foregoing paragraphs of this Complaint.

24 50. This cause of action is brought pursuant to Labor Code sections 204, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
26 overtime hours worked and provide a private right of action for the failure to pay all overtime
27 compensation for overtime work performed.

28 51. California Labor Code § 510 provides that employees in California shall not be

1 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they
2 receive additional compensation beyond their regular wages in amounts specified by law.

3 52. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
4 members of the Overtime Class for all overtime hours worked pursuant to California Labor Code
5 § 1194 and Wage Order 1. California Labor Code §§ 1194 and 1198 provide that employees in
6 California shall not be employed more than eight hours in any workday unless they receive
7 additional compensation beyond their regular wages in amounts specified by law. Additionally,
8 California Labor Code § 1198 states that the employment of an employee for longer hours than
9 those fixed by the Industrial Welfare Commission is unlawful. Wage Order 1, § 3 requires an
10 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for
11 all hours worked in excess of eight (8) hours” per work day and/or in excess of 40 hours of work
12 in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the
13 employee’s regular rate of pay for work in excess of 12 hours each workday and/or for work in
14 excess of 8 hours on the seventh consecutive day of work in the workweek.

15 53. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
16 hours in a workday, as employees of Defendants.

17 54. At all times relevant hereto, Defendants caused Plaintiffs to work overtime hours,
18 but did not compensate Plaintiffs or members of the Overtime Class at one and one-half (1½) times
19 their regular rate of pay for the hours they have worked in excess of the maximum hours
20 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiffs and the Class
21 are regularly required to work overtime hours.

22 55. The foregoing policies and practices are unlawful and create entitlement to recovery
23 by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime premiums
24 owing, including interest thereon, statutory and civil penalties, attorney’s fees, and costs of suit
25 according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and Code
26 of Civil Procedure § 1021.5.

27 56. By virtue of Defendants’ unlawful failure to pay additional premium rate
28 compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class

1 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
2 them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained
3 according to proof at trial.

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

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

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

16 **THIRD CAUSE OF ACTION**

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

18 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
19 foregoing paragraphs of this Complaint.

20 61. Under California law, Defendants have an affirmative obligation to relieve the
21 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
22 start of Plaintiffs and the Class's sixth hour of work in a workday, and to take their second meal
23 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
24 § 512 and Wage Order 1, § 11, require that an employer provide unpaid meal periods of at least 30
25 minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an
26 employer to require any employee to work during any meal period mandated under any Wage
27 Order.

1 62. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
2 and members of the Meal Period Class with both meal periods as required by California law. By
3 their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged
4 above (or due to the fact that Defendants made it impossible or impracticable to take these
5 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code
6 § 226.7 and the applicable Wage Orders.

7 63. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s),
9 plus interest thereon. Despite Defendants' violations, Defendants did not pay an additional hour of
10 premium pay to Plaintiffs and members of the Meal Period Class at their respective regular rates
11 of pay, in accordance with California Labor Code sections 226.7 and 512.

12 64. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
14 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure
15 section 1021.5.

16 **FOURTH CAUSE OF ACTION**

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

18 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
19 foregoing paragraphs of this Complaint.

20 66. Defendants are required by California law to authorize and permit breaks of 10
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). California Labor Code §§ 226.7 and 516 and Wage Order 1, § 12, require that the
23 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each
24 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,
25 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
26 itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7
27 for an employer to require any employee to work during any rest period mandated under any Wage
28 Order.

67. Despite these legal requirements, Defendants failed to authorize Plaintiffs and members of the Rest Period Class to take all paid rest breaks to which they were legal entitled, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and members of the Rest Period Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiffs and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code section 226.7.

68. Under California law, Plaintiffs and members of the Rest Period 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, as well as statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure section 1021.5.

FIFTH CAUSE OF ACTION

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

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

70. Defendants violated California Labor Code § 2802 and the applicable IWC Wage Orders by failing to pay and indemnify Plaintiff and members of the Unreimbursed Expenses 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.

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

72. Plaintiff Clayton and members of the Unreimbursed Expenses 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).

1 **SIXTH CAUSE OF ACTION**

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

4 73. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the
5 foregoing paragraphs of this Complaint.

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

12 75. Within the applicable statute of limitations, the employment of Plaintiff Clayton and
13 members of the Waiting Time Class ended (i.e., was terminated by quitting or discharge), and the
14 employment of other members of the Class will be. However, during the relevant time period,
15 Defendants failed, and continue to fail, to pay terminated Class Members, without abatement, all
16 wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge,
17 or within seventy-two (72) hours of their leaving Defendants' employ.

18 76. Defendants' failure to pay Plaintiff Clayton and members of the Waiting Time Class
19 who are no longer employed by Defendants their wages earned and unpaid at the time of discharge,
20 or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
21 Labor Code §§ 201 and 202.

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

26 78. Plaintiff Clayton and members of the Waiting Time Class are entitled to recover
27 from Defendants their additionally accruing wages for each day they were not paid, at their regular
28 hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

79. Pursuant to California Labor Code §§ 218.5, 218.6, and 1194, Plaintiff Clayton and members of the Waiting Time Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

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

80. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing paragraphs of this Complaint.

81. At all material times set forth herein, California Labor Code § 226(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.

82. Plaintiffs are informed and believe, and based thereon allege, that Defendants have knowingly, intentionally, and willfully, as a matter of uniform policy and practice, failed to provide Plaintiff and members of the Wage Statement Class with complete and accurate wage statements that complied with the requirements of Labor Code section 226(a). The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and members of the Wage Statement Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

83. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and members of the Wage Statement Class have suffered actual injury and damage to their

1 statutorily-protected rights.

2 84. Specifically, Plaintiffs and members of the Wage Statement Class have been injured
3 by Defendants' intentional violation of California Labor Code § 226(a) because they were denied
4 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
5 statements under California Labor Code § 226(a). Additionally, Defendants' failures rendered
6 Plaintiffs and members of the Wage Statement Class unable to unable to readily ascertain the
7 information on their wage statements.

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

13 86. Plaintiffs and members of the Wage Statement Class are entitled to recover from
14 Defendants in a civil action all their actual damages and/or civil and statutory penalties caused by
15 Defendants' failure to comply with California Labor Code §§ 226, *et seq.*

16 87. Plaintiffs and members of the Wage Statement Class are also entitled to injunctive
17 relief, as well as an award of reasonable attorneys' fees and costs of suit to ensure compliance with
18 California Labor Code §§ 226, *et seq.*, pursuant to California Labor Code § 226(h).

19 **EIGHTH CAUSE OF ACTION**

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

22 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein the
23 foregoing paragraphs of this Complaint.

24 89. Defendants, and each of them, are "persons" as defined under California Business
25 & Professions Code § 17201.

26 90. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs seek
28 to enforce important rights affecting the public interest within the meaning of California Code of

1 Civil Procedure § 1021.5.

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

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

11 **Failure to Pay Minimum Wages**

12 93. Defendants' failure to pay minimum wages, and other benefits in violation of the
13 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
14 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
15 17200, *et seq.*

16 **Failure to Pay Overtime Wages**

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

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

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

25 **Failure to Provide Meal Periods**

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

1 17200, *et seq.*

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

3 97. Defendants' failure to authorize and permit rest periods in accordance with
4 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes
5 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
6 §§ 17200, *et seq.*

7 **Failure to Indemnify Necessary Business Expenses**

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

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

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

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

20 101. Plaintiffs and the Class Members suffered monetary injury as a direct result of
21 Defendants' wrongful conduct.

22 102. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
23 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
24 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
25 means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiffs and
26 the Class are not obligated to establish individual knowledge of the wrongful practices of
27 Defendants in order to recover restitution.

28 103. Plaintiffs, individually, and on behalf of members of the putative Class, are further

1 entitled to, and do, seek a declaration that the above-described business practices are unfair,
2 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
3 engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in
4 the future.

5 104. Plaintiffs, individually, and on behalf of members of the putative Class, have no
6 plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiffs and Class
7 Members suffered as a consequence of the Defendants' unfair, unlawful, and/or fraudulent
8 business practices. As a result of the unfair, unlawful, and/or fraudulent business practices
9 described above, Plaintiffs, individually, and on behalf of members of the putative Class, have
10 suffered, and will continue to suffer, irreparable harm unless Defendants, and each of them, are
11 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

12 105. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
13 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
14 withholdings.

15 106. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and
16 putative Class Members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; a
18 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
19 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
20 other applicable laws; and an award of costs.

21 **NINTH CAUSE OF ACTION**

22 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
23 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

24 107. Plaintiffs incorporate by reference and re-allege as if fully stated herein the foregoing
25 paragraphs of this Complaint.

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

28 109. California Labor Code § 2699(a) specifically provides for a private right of action to

1 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
2 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
3 Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
5 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
6 former employees pursuant to the procedures specified in Section 2699.3.”

7 110. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
8 Code § 2699.3.

9 111. On December 7, 2024, Plaintiff Clayton gave written notice by online filing to the
10 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
11 provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and
12 former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff
13 Clayton also paid the filing fee. Plaintiff Clayton’s PAGA case number is LWDA-CM-1065836-24.

14 112. On May 1, 2025, Plaintiff Ordaz gave written notice by online filing to the Labor and
15 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
16 the Labor Code that Defendants have violated against Plaintiff and certain current and former
17 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff Ordaz also
18 paid the filing fee. Plaintiff Clayton’s PAGA case number is LWDA-CM-1096030-25.

19 113. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
20 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
21 Code violations discussed in the notices. Accordingly, Plaintiffs may commence a civil action to
22 recover penalties under California Labor Code § 2699 pursuant to California Labor Code § 2699.3
23 for the violations of the Labor Code described in this Complaint. These penalties include, but are not
24 limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

25 114. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor
26 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
27 employing labor who willfully fails to maintain accurate and complete records required by California
28 Labor Code § 1174 is subject to a penalty under California Labor Code § 1174.5. Pursuant to the

1 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
2 employee begins and ends each work period. Meal periods, and total hours worked daily shall also
3 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
4 keep total hours worked in the payroll period and applicable rates of pay.

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

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

23 117. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
24 to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall
25 be entitled to an award of reasonable attorney's fees and costs."
26
27
28

1 **PRAYER FOR RELIEF**

2 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
3 the class and PAGA claims, prays for relief and judgment against Defendants, jointly and severally,
4 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 Plaintiffs be appointed as the representatives of the Class; and
9 3. That counsel for Plaintiffs 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, 1182.12, 1194, 1194.2, and 1197 and the applicable IWC Wage Orders by
13 willfully failing to pay all 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 pay;
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 §§ 204, 510, 558, 1194, and 1198 and the applicable IWC Wage Orders by willfully
25 failing to pay all 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, 512, and 558 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, 516, and 558 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 Labor Code §
24 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, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
14 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and
15 2802, by failing to pay all wages owed, including minimum, straight time, regular, overtime double
16 time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain
17 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse
18 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate
19 wage statements;

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

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

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

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

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

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As to All Causes of Action

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

Dated: January 6, 2026

Respectfully submitted,

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Fegahli
Charlotte Mikat-Stevens
Attorneys for Plaintiff Zachary Clayton

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: January 6, 2026

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Fegahli
Charlotte Mikat-Stevens
Attorneys for Plaintiff Zachary Clayton

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