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County of Kern

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

ANGELICA PEPPER, JAVIER MARIN,  
MARIA ELENA PACE, MATTHEW  
SHACHNO, and IVAN MARTINEZ,  
individually, and on behalf of all others similarly  
situated,

*Plaintiffs,*

v.

RIDGECREST SHS PAYROLL, LLC, a  
California limited liability company;  
DRIFTWOOD HOSPITALITY  
MANAGEMENT II, LLC, a Delaware limited  
liability company; 8757 MV PAYROLL, LLC, a  
California limited liability company; and DOES  
1 through 10, inclusive,

*Defendants.*

Case No.: BCV-23-103603

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

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Attorneys for Plaintiffs

1 Plaintiffs Angelica Pepper, Javier Marin, Maria Elena Pace Matthew Shachno, and Ivan  
2 Martinez (“Plaintiffs”), on information and belief, allege as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants Ridgecrest SHS Payroll, LLC,  
5 Driftwood Hospitality Management II, LLC, 8757 MV Payroll, LLC, and DOES 1 through 10  
6 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and  
7 unfair business practices stemming from Defendants’ failure to pay for all hours worked  
8 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize  
9 and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage  
10 statements, failure to indemnify employees for expenditures, and failure to produce requested  
11 employment records.

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

18 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor  
19 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil  
20 penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt  
21 employees employed by Defendants in the State of California during the statute of limitations  
22 period for their PAGA claim (herein after 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 Kern County. As such, and based upon all  
25 the facts and circumstances incident to Defendants’ business in California, Defendants are subject  
26 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),  
27 and the California Business & Professions Code.

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

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

26           6.       On information and belief, Defendants were on actual and constructive notice of the  
27 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.  
28

Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

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

### **THE PARTIES**

#### **A. Plaintiffs**

8. Plaintiff Angelica Pepper is a resident of Ridgecrest, California who worked for Defendants in Kern County, California as an hourly-paid, non-exempt employee from approximately July 2019 to approximately September 2023.

9. Plaintiff Javier Marin is a resident of California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately December 2023.

10. Plaintiff Maria Elena Pace is a resident of California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately April 2021 to approximately July 2023.

11. Plaintiff Matthew Shachno is a resident of California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately November 2019 to approximately the present.

12. Plaintiff Ivan Martinez is a resident of California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately 2016 to approximately the present.

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.

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1           **B.     Defendants**

2           14.     Plaintiffs are informed and believe, and based upon that information and belief  
3     allege, that Defendants Ridgecrest SHS Payroll, LLC, Driftwood Hospitality Management II, LLC,  
4     and 8757 MV Payroll, LLC are, and at all times herein mentioned, were:

5                   (a)     Business entities conducting business in numerous counties throughout the  
6                             State of California, including Kern County; and,

7                   (b)     The former employers of Plaintiffs, and the current and/or former employers  
8                             of the putative Class because Defendants Ridgecrest SHS Payroll, LLC,  
9                             Driftwood Hospitality Management II, LLC, and 8757 MV Payroll, LLC  
10                            suffered and permitted Plaintiffs and the Class to work; and/or exercised  
11                            control over their wages, hours, or working conditions; and/or engaged  
12                            Plaintiffs and the Class, thereby creating a common law employment  
13                            relationship.

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

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

23           17.     Plaintiffs are informed and believe and thereon allege that at all relevant times each  
24     Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the  
25     other employees described in the class definitions below, and exercised control over their wages,  
26     hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all  
27     relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,  
28     controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or

1 predecessor in interest of some or all of the other Defendants, and was engaged with some or all  
2 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some  
3 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged  
4 below. Plaintiffs are informed and believe and thereon alleges that each Defendant acted pursuant  
5 to and within the scope of the relationships alleged above, that each Defendant knew or should  
6 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the  
7 conduct of all other Defendants.

### 8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 18. Plaintiff Angelica Pepper worked for Defendants in Kern County, California as an  
10 hourly-paid, non-exempt employee from approximately July 2019 to approximately September  
11 2023. Plaintiff Javier Marin is a resident of California who worked for Defendants in San Diego  
12 County, California as an hourly-paid, non-exempt employee from approximately October 2021 to  
13 approximately December 2023. Plaintiff Maria Elena Pace is a resident of California who worked  
14 for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from  
15 approximately April 2021 to approximately July 2023. Plaintiff Matthew Shachno is a resident of  
16 California who worked for Defendants in San Diego County, California as an hourly-paid, non-  
17 exempt employee from approximately November 2019 to approximately the present. Plaintiff Ivan  
18 Martinez is a resident of California who worked for Defendants in San Diego County, California  
19 as an hourly-paid, non-exempt employee from approximately 2016 to approximately the present.  
20 During Plaintiffs' employment for Defendants, Defendants paid Plaintiff an hourly wage and  
21 classified Plaintiff as non-exempt from overtime. Defendants typically scheduled Plaintiff to work  
22 at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more  
23 than eight hours in a workday and more than forty (40) hours in a workweek.

24 19. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours  
25 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with  
26 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed  
27 to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment,  
28 failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for

1 expenditures, and failed to produce requested employment records. As discussed below, Plaintiffs’  
2 experience working for Defendants was typical and illustrative.

3         20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and  
4 the Class, or some of them, for all hours worked, including minimum, straight time, and overtime  
5 wages. Defendants would, at times, manufacture time keeping records to falsely show that  
6 Plaintiffs and the Class took meal periods when in fact they worked “off-the-clock,”  
7 uncompensated. The effect is that Plaintiffs and the Class, or some of them, worked through meal  
8 periods “off-the-clock,” and continued to work after they had clocked out for the workday.  
9 Defendants paid Plaintiff and the Class, or some of them, less than all their work time. Much of  
10 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,  
11 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Class, or some  
12 of them, worked.

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

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1           22.     Throughout the statutory period, Defendants have, at times, wrongfully failed to  
2 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest  
3 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four  
4 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,  
5 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),  
6 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not  
7 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the  
8 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which  
9 could not be completed without working in lieu of taking mandatory rest periods, or by denying  
10 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants  
11 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in  
12 compliance with California law.

13           23.     Throughout the statutory period, Defendants, at times, willfully failed and refused  
14 to timely pay Plaintiffs and the Class, or some of them, all final wages due at their termination of  
15 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,  
16 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period  
17 premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On  
18 information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs'  
19 employment terminated was not a single, isolated incident, but was instead consistent with  
20 Defendants' practices that applied, at times, to Plaintiffs and the Class.

21           24.     Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs  
22 and the Class, or some of them, with accurate, itemized wage statements showing all applicable  
23 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages  
24 for meal periods that were not provided in accordance with California law, and correct wages for  
25 rest periods that were not authorized and permitted to take in accordance with California law). As  
26 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class, or some  
27 of them, suffered injury because, among other things:

28     ///

- 1 (a) the violations led them to believe that they were not entitled to be paid  
2 minimum wage, straight time wages, overtime wages, meal period premium  
3 wages, and rest period premium wages, even though they were entitled;
- 4 (b) the violations led them to believe that they had been paid the minimum wage,  
5 straight time wages, overtime wages, meal period premium wages, and rest  
6 period premium wages, even though they had not been;
- 7 (c) the violations led them to believe they were not entitled to be paid minimum  
8 wage, straight time wages, overtime wages, meal period premium wages,  
9 and rest period premium wages at the correct California rate even though  
10 they were entitled;
- 11 (d) the violations led them to believe they had been paid minimum wage,  
12 straight time wages, overtime wages, meal period premium wages, and rest  
13 period premium wages at the correct California rate even though they had  
14 not been;
- 15 (e) the violations hindered them from determining the amounts of minimum  
16 wage, straight time wages, overtime wages, meal period premium wages,  
17 and rest period premium wages owed to them;
- 18 (f) in connection with their employment before and during this action, and in  
19 connection with prosecuting this action, the violations caused them to have  
20 to perform mathematical computations to determine the amounts of wages  
21 owed to them, computations they would not have to make if the wage  
22 statements contained the required accurate information;
- 23 (g) by understating the wages truly due to them, the violations caused them to  
24 lose entitlement and/or accrual of the full amount of Social Security,  
25 disability, unemployment, and other governmental benefits;
- 26 (h) the wage statements inaccurately understated the wages, hours, and wage  
27 rates to which Plaintiffs and the Class, or some of them, were entitled, and  
28

Plaintiffs and the Class, or some of them, were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and the Class, or some of them, are owed the amounts provided for in California Labor Code § 226(e).

25. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary employment-related expenses.

26. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the Class, or some of them, for these employment-related expenses.

27. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

## CLASS ACTION ALLEGATIONS

28. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

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

30. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.<sup>1</sup>

<sup>1</sup> In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

1           31.     At all material times, Plaintiffs were a member of the Class.

2           32.     Plaintiffs undertake this concerted activity to improve the wages and working  
3 conditions of all Class Members.

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

6                 (a)     Numerosity: The members of the Class (and each subclass, if any) are so  
7 numerous that joinder of all members would be unfeasible and impractical.  
8 The membership of the entire Class is unknown to Plaintiffs at this time;  
9 however, the Class is estimated to be greater than forty (40) individuals and  
10 the identity of such membership is readily ascertainable by inspection of  
11 Defendants' records.

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

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

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

28     ///

- 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, straight time, 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 provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;

- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records; and
- (h) 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 Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (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 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. The 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 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 and Straight Time Wages for All Hours Worked)**

37. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 36 in this Complaint.

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

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

40. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

42. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

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

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

45. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, Defendants failed and refused to pay Plaintiffs and the Class, or some of them, all such wages due and failed to pay those wages twice a month.

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

## SECOND CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Overtime Wages)**

47. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 36 in this Complaint.

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

///



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

6           50.     At all times relevant hereto, Plaintiffs and the Class, or some of them, have at times  
7 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as  
8 employees of Defendants.

9           51.     At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class, or  
10 some of them, overtime compensation for the hours they have worked in excess of the maximum  
11 hours permissible by law as required by California Labor Code §§ 510 and 1198.

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

17           53.     By failing to keep adequate time records required by Labor Code § 1174(d),  
18 Defendants have made it difficult to calculate the full extent of overtime compensation due to  
19 Plaintiffs and the Class.

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

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

1 **THIRD CAUSE OF ACTION**

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

3 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1  
4 through 36 in this Complaint.

5 57. Under California law, Defendants have an affirmative obligation to relieve the  
6 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the  
7 end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal  
8 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §  
9 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal  
10 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of  
11 California Labor Code § 226.7 for an employer to require any employee to work during any meal  
12 period mandated under any Wage Order.

13 58. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs  
14 and the Class, or some of them, with both meal periods as required by California law. By their  
15 failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods  
16 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take  
17 these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor  
18 Code § 226.7 and the applicable Wage Orders.

19 59. Under California law, Plaintiffs and the Class are entitled to be paid one hour of  
20 additional wages for each workday he or she was not provided with all required meal period(s),  
21 plus interest thereon.

22 **FOURTH CAUSE OF ACTION**

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

24 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
25 1 through 36 in this Complaint.

26 61. Defendants are required by California law to authorize and permit breaks of ten  
27 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
28 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer

1 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour  
2 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the  
3 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself  
4 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an  
5 employer to require any employee to work during any rest period mandated under any Wage Order.

6 62. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs  
7 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more  
8 than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to  
9 take rest periods as alleged above (or due to the fact that Defendants made it impossible or  
10 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions  
11 of California Labor Code § 226.7 and the applicable Wage Orders.

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

### 15 **FIFTH CAUSE OF ACTION**

#### 16 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 17 **Penalties)**

18 64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
19 1 through 36 in this Complaint.

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

26 66. Within the applicable statute of limitations, the employment of many other members  
27 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will  
28 be. However, during the relevant time period, Defendants at times failed, and continue to fail, to

1 pay terminated Class Members, without abatement, all wages required to be paid by California  
2 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of  
3 their leaving Defendants' employ.

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

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

12 69. The Class is entitled to recover from Defendants their additionally accruing wages  
13 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum  
14 pursuant to California Labor Code § 203.

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

## 18 **SIXTH CAUSE OF ACTION**

### 19 **(Against All Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
22 1 through 36 in this Complaint.

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

1 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee  
2 and the last four digits of his or her social security number or an employee identification number  
3 other than a social security number, (8) the name and address of the legal entity that is the  
4 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
5 number of hours worked at each hourly rate by the employee.

6 73. Defendants have, at times, intentionally and willfully failed to provide employees  
7 with complete and accurate wage statements. The deficiencies include, among other things, the  
8 failure to correctly identify the gross wages earned by Plaintiffs and the Class, or some of them,  
9 the failure to list the true “total hours worked by the employee,” and the failure to list the true net  
10 wages earned.

11 74. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs  
12 and the Class have suffered injury and damage to their statutorily protected rights.

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

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

22 77. Plaintiffs and the Class are entitled to recover from Defendants the greater of their  
23 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or  
24 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

25 78. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of  
26 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code  
27 § 226(h).

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

3 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
4 1 through 36 in this Complaint.

5 80. As set forth above, Plaintiffs and the Class, or some of them, were required to incur  
6 substantial necessary expenditures and losses in direct consequence of the discharge of their duties  
7 or of their obedience to directions of Defendants.

8 81. Defendants violated California Labor Code § 2802, by failing to pay and indemnify  
9 Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct  
10 consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

13 83. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs  
14 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code  
15 § 2802(b).

16 **EIGHTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Produce Requested Employment Records)**

18 84. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
19 1 through 36 in this Complaint.

20 85. Pursuant to California Labor Code § 226, current and former employees have the  
21 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable  
22 request to their employer. Under this statute, an employer that receives a request to inspect or  
23 receive a copy of records pertaining to a current or former employee must comply with the request  
24 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

25 86. Pursuant to California Labor Code § 1198.5(a), every current and former employee,  
26 or his or her representative, has the right to inspect and receive a copy of the personnel records that  
27 the employer maintains relating to the employee's performance or to any grievance concerning the  
28 employee. Under this statute, upon written request from a current or former employee or his or her

1 representative, an employer must make the contents of those personnel records available for  
2 inspection or provide a copy of the personnel records to the current or former employee, or his or  
3 her representative, not later than thirty (30) calendar days from the date the employer receives the  
4 written request, subject to some limited exceptions. Failure to comply with these requests allows  
5 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and  
6 226(f).

7 87. As set forth above, Plaintiffs and the Class are current and former employees of  
8 Defendants.

9 88. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for  
10 Plaintiffs' payroll records, timecards, and personnel records. However, Plaintiffs have not received  
11 the requested records as of the date of this Complaint.

12 89. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely  
13 produce the required records requested by Plaintiffs.

14 90. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs'  
15 requested employment records is not an isolated incident but was instead consistent with  
16 Defendants' practice that applied to Plaintiffs and the Class, or some of them.

17 91. Pursuant to California Labor Code § 1198.5, Plaintiffs and the Class are entitled to  
18 a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of  
19 compliance with section 1198.5, and attorneys' fees and costs.

20 92. Pursuant to California Labor Code § 226, Plaintiffs and the Class are entitled to a  
21 penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of  
22 compliance with section 226, and attorneys' fees and costs.

### 23 **NINTH CAUSE OF ACTION**

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

26 93. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
27 1 through 36 in this Complaint.

28 ///

1           94. Defendants, and each of them, are “persons” as defined under California Business  
2 & Professions Code § 17201.

3           95. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,  
4 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiffs seek  
5 to enforce important rights affecting the public interest within the meaning of Code of Civil  
6 Procedure § 1021.5.

7           96. Defendants’ activities, as alleged herein, are violations of California law, and  
8 constitute unlawful business acts and practices in violation of California Business & Professions  
9 Code §§ 17200, *et seq.*

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

16                           **Failure to Pay Minimum and Straight Time Wages**

17          98. Defendants’ failure to pay minimum and straight time wages, and other benefits in  
18 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by  
19 California Business & Professions Code §§ 17200, *et seq.*

20                           **Failure to Pay Overtime Wages**

21          99. Defendants’ failure to pay overtime compensation and other benefits in violation of  
22 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity  
23 prohibited by California Business & Professions Code §§ 17200, *et seq.*

24                           **Failure to Provide Meal Periods**

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

28       ///



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

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

5                                   **Failure to Indemnify Business Expenses**

6           102. Defendants' failure to reimburse expenses incurred in accordance with  
7 California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity  
8 prohibited by California Business & Professions Code §§ 17200, *et seq.*

9           103. By and through their unfair, unlawful and/or fraudulent business practices described  
10 herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all  
11 persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of  
12 valuable rights and benefits guaranteed by law, all to their detriment.

13           104. Plaintiffs and the Class Members suffered monetary injury as a direct result of  
14 Defendants' wrongful conduct.

15           105. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled  
16 to, and do, seek such relief as may be necessary to disgorge money and/or property which the  
17 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by  
18 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and  
19 the Class are not obligated to establish individual knowledge of the wrongful practices of  
20 Defendants in order to recover restitution.

21           106. Plaintiffs, individually, and on behalf of members of the putative class, are further  
22 entitled to and do seek a declaration that the above-described business practices are unfair,  
23 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,  
24 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices  
25 in the future.

26           107. Plaintiffs, individually, and on behalf of members of the putative class, have no  
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members  
28 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.

1 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,  
2 individually, and on behalf of members of the putative Class, have suffered and will continue to  
3 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said  
4 unfair, unlawful and/or fraudulent business practices.

5 108. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth  
6 herein above, they will continue to avoid paying the appropriate taxes, insurance and other  
7 withholdings.

8 109. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and  
9 putative Class Members are entitled to restitution of the wages withheld and retained by  
10 Defendants during a period that commences four years and 178 days prior to the filing of this  
11 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to  
12 Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil  
13 Procedure § 1021.5 and other applicable laws; and an award of costs.

#### 14 **TENTH CAUSE OF ACTION**

#### 15 **(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys** 16 **General Act of 2004, Ca. Lab. Code § 2698, et seq.)**

17 110. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs  
18 1 through 36 in this Complaint.

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

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

28 ///

113. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 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 Plaintiffs and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiff Angelica Pepper's PAGA case number is LWDA-CM-1035396-24 (*Angelica Pepper v. Ridgecrest SHS Payroll, LLC, et al.*). Plaintiff Matthew Shachno and Ivan Martinez's PAGA case number is LWDA-CM-1027682-24 (*Matthew Shachno, et al. v. Driftwood Hospitality Management II, LLC, et al.*). Plaintiff Javier Marin and Maria Elena Pace's PAGA case number is LWDA-CM-1001124-23 (*Javier Marin, et al. v. Driftwood Hospitality Management II, LLC*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 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, 1174.5, 1197.1, and 2699.

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

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

### **PRAYER FOR RELIEF**

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

#### **Class Certification**

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

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

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

As to the First Cause of Action

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

5. For unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

///

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

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

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

6                               As to the Fourth Cause of Action

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

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

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

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

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

15                               As to the Fifth Cause of Action

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

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

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

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

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

25                               As to the Sixth Cause of Action

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

- 1           31.     For all actual damages, according to proof;
- 2           32.     For statutory penalties pursuant to California Labor Code § 226(e);
- 3           33.     For injunctive relief to ensure compliance with this section, pursuant to California
- 4 Labor Code § 226(h);
- 5           34.     For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 6           35.     For such other and further relief as the Court may deem equitable and appropriate.

7                               As to the Seventh Cause of Action

- 8           36.     That the Court declare, adjudge, and decree that Defendants violated California
- 9 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;
- 10          37.     For unpaid wages or unreimbursed business expenses as may be appropriate;
- 11          38.     For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;
- 13          39.     For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 14          40.     For such other and further relief as the Court may deem equitable and appropriate.

15                               As to the Eighth Cause of Action

- 16          41.     That the Court declare, adjudge, and decree that Defendants violated California
- 17 Labor Code § 226 and 1198.5 by willfully failing to produce employment records;
- 18          42.     For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);
- 19          43.     For injunctive relief to ensure compliance with this section, pursuant to California
- 20 Labor Code § 226(h) and 1198.5(l);
- 21          44.     For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 22          45.     For such other and further relief as the Court may deem equitable and appropriate.

23                               As to the Ninth Cause of Action

- 24          46.     That the Court declare, adjudge, and decree that Defendants violated California
- 25 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
- 26 straight time, and overtime wages), failing to provide meal periods, and failing to authorize and
- 27 permit rest periods;

28     ///

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

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

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

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

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

11                               As to the Tenth Cause of Action

12          52.     That the Court declare, adjudge, and decree that Defendants violated the California  
13 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),  
14 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned  
15 wages twice per month, failing to maintain accurate records of hours worked and meal periods,  
16 failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify  
17 for expenditures, and failing to produce requested employment records;

18          53.     An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the  
19 State of California, and all similarly aggrieved employees pursuant to PAGA;

20          54.     Pre-judgment and post-judgment interest at the maximum rate allowed;

21          55.     Attorneys' fees and costs reasonably incurred; and

22          56.     Injunctive and declaratory relief to the extent allowed by PAGA.

23                               As to all Causes of Action

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

25       ///

26       ///

27       ///

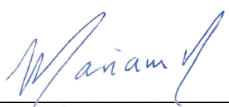
28       ///

Respectfully submitted,

Dated: December 5, 2025

**WILSHIRE LAW FIRM**

By: \_\_\_\_\_

  
John G. Yslas  
Diego Aviles  
Harry Erganyan  
Mariam Nazaretyan

Attorneys for Plaintiffs

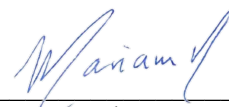
**DEMAND FOR JURY TRIAL**

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

Dated: December 5, 2025

**WILSHIRE LAW FIRM**

By: \_\_\_\_\_

  
John G. Yslas  
Diego Aviles  
Harry Erganyan  
Mariam Nazaretyan

Attorneys for Plaintiffs