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Superior Court of California
County of Fresno
By: P. Shaeffer, Deputy

6 Attorneys for Plaintiff Cameron Young

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF FRESNO**

10 CAMERON YOUNG, individually, and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 FRESNO COUNTY ECONOMIC
15 OPPORTUNITIES COMMISSION, a California
16 nonprofit corporation ; and DOES 1 through 10,
inclusive,

17 Defendants
18
19
20
21

Case No.: [24CECG04602](#)

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL



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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself 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 Plaintiff 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
17 limitations period applicable to the claims pleaded here.

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

23 4. Despite these requirements, throughout the statutory period Defendants
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, and overtime wages in compliance with the California Labor Code
27 and IWC Wage Orders;
28

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

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

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



THE PARTIES

Plaintiff

7. Plaintiff is a California resident that worked for Defendants in the County of Fresno, State of California, as an hourly, non-exempt Recycler from approximately August 2022 to approximately August 27, 2024.

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

Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Fresno County Economic Opportunities Commission is:

- (a) A California nonprofit corporation with its principal place of business in Fresno, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Fresno; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

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

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

12. Plaintiff is informed and believes and thereon alleges that at all relevant times



1 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
2 and the other employees described in the class definitions below, and exercised control over
3 their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
4 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
5 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
6 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
7 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
8 such other relationships to some or all of the other Defendants so as to be liable for their conduct
9 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
10 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
11 that each Defendant knew or should have known about, and authorized, ratified, adopted,
12 approved, controlled, aided and abetted the conduct of all other Defendants.

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

14 13. Plaintiff is a California resident who worked for Defendants in the County of
15 Fresno, State of California, as a Recycler during the statutory period. Plaintiff was typically
16 scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

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

24 15. Throughout the statutory period, Plaintiff and the Class worked more than 8 hours
25 in a workday and more than 40 hours in a workweek. Defendants maintained a policy and
26 practice of not paying Plaintiff and the Class for all hours worked, including all overtime wages.
27 In those instances where Plaintiff and the Class earned non-discretionary bonuses and other
28 remuneration, Defendants failed to incorporate all remuneration when calculating the correct



1 overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay, and sick
2 day rate of pay. Also throughout the statutory period, Plaintiff and the Class were required to
3 work “off-the-clock” and uncompensated. For example, Plaintiff and the Class were required to
4 wait in line before clocking in for their shifts, and were required to change into their uniforms
5 before clocking in for their shifts, but were not compensated for this time worked. Additionally,
6 Plaintiff and the Class were required to respond to work requests from supervisors and assist
7 other employees while clocked out during purported meal periods. Despite being required to
8 perform these work tasks, Plaintiff and the Class were not compensated for this time worked. In
9 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
10 records of the hours Plaintiff and the Class worked.

11 16. Throughout the statutory period, Defendants have wrongfully failed to provide
12 Plaintiff and the Class with legally compliant meal periods. Defendants often required Plaintiff
13 and the Class to work in excess of five consecutive hours a day without providing 30-minute,
14 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
15 compensating Plaintiff and the Class for meal periods that were not provided by the end of the
16 fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and
17 the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts
18 greater than 10 hours, by the end of the tenth hour of work. Plaintiff and the Class were often
19 required to work during their meal periods, leading to the failure to provide uninterrupted meal
20 periods. Plaintiff and the Class were required to prioritize urgent work tasks before starting
21 their meal periods or during their meal periods, resulting in late, shortened, interrupted, or
22 missed meal periods. These requirements also meant Plaintiff and the Class were not relieved of
23 all duty during their meal periods. For example, Plaintiff and the Class were required to respond
24 to work requests from supervisors and assist other employees while clocked out during
25 purported meal periods. Despite these requirements, Plaintiff and the Class were required to
26 manually record compliant meal period on their timecards for every shift. As a result, Plaintiff
27 and the Aggrieved Employees were not provided with uninterrupted and complete meal periods.
28

1 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and
2 the Class in compliance with California law.

3 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
4 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants often
5 required Plaintiff and the Class to work in excess of four consecutive hours a day without
6 Defendants authorizing and permitting them to take a net 10-minute, continuous and
7 uninterrupted, rest period for every four hours of work (or major fraction thereof), or without
8 compensating Plaintiff and the Class for rest periods that were not authorized or permitted.
9 Defendants also did not adequately inform Plaintiff and the Class of their right to take a rest
10 period. Moreover, Defendants did not have adequate policies or practices permitting or
11 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
12 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
13 practices to verify whether Plaintiff and the Class were taking their required rest periods.
14 Further, Defendants did not maintain accurate records of employee work periods, and therefore
15 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle
16 of each work period. For example, Plaintiff and the Class were required to respond to work
17 requests from supervisors and assist other employees while on their purported rest periods. As a
18 result, Plaintiff and the Class were rarely provided with compliant rest periods and were
19 regularly required to work through their rest periods. Accordingly, Defendants' policy and
20 practice was to not authorize and permit Plaintiff and the Class to take rest periods in
21 compliance with California law.

22 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
23 Class to pay expenses that they incurred in direct discharge of their duties for Defendants
24 without reimbursement. For example, Plaintiff and the Class were required to use their personal
25 cell phones for work purposes such as communicating with co-workers and supervisors
26 regarding work-related issues, and scheduling pick-ups with clients. Plaintiff and the Class were
27 also required to purchase uniforms such as work boots, but were not reimbursed for these
28

1 expenses. Plaintiff and the Class were not adequately compensated for these work-related
2 expenses.

3 19. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
5 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
6 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon
7 termination.

8 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
9 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
10 and net wages earned (including correct hours worked, correct wages earned for hours worked,
11 correct overtime hours worked, correct wages for meal periods that were not provided in
12 accordance with California law, correct wages for rest periods that were not authorized and
13 permitted to take in accordance with California law, and Defendant's address). As a result of
14 these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury
15 because, among other things:

- 16 (a) the violations led them to believe that they were not entitled to be paid
17 minimum wages, overtime wages, meal period premium wages, and rest
18 period premium wages to which they were entitled, even though they were
19 entitled;
- 20 (b) the violations led them to believe that they had been paid the minimum,
21 overtime, meal period premium, and rest period premium wages, even
22 though they had not been;
- 23 (c) the violations led them to believe they were not entitled to be paid
24 minimum, overtime, meal period premium, and rest period premium wages
25 at the correct California rate even though they were;
- 26 (d) the violations led them to believe they had been paid minimum, overtime,
27 meal period premium, and rest period premium wages at the correct
28 California rate even though they had not been;



- 1 (e) the violations hindered them from determining the amounts of minimum,
2 overtime, meal period premium, and rest period premium owed to them;
- 3 (f) in connection with their employment before and during this action, and in
4 connection with prosecuting this action, the violations caused them to have
5 to perform mathematical computations to determine the amounts of wages
6 owed to them, computations they would not have to make if the wage
7 statements contained the required accurate information;
- 8 (g) by understating the wages truly due them, the violations caused them to
9 lose entitlement and/or accrual of the full amount of Social Security,
10 disability, unemployment, and other governmental benefits;
- 11 (h) the wage statements inaccurately understated the wages, hours, and wages
12 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
13 Class were paid less than the wages and wage rates to which they were
14 entitled.

15 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
16 226(e), including actual damages.

17 **CLASS ACTION ALLEGATIONS**

18 21. Plaintiff brings certain claims individually, as well as on behalf of each and all
19 other persons similarly situated, and thus, seek class certification under California Code of Civil
20 Procedure § 382.

21 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
22 authorized by California law.

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

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

27 24. At all material times, Plaintiff was a member of the Class.

28 25. Plaintiff undertakes this concerted activity to improve the wages and working

1 conditions of all Class Members.

2 26. There is a well-defined community of interest in the litigation and the Class is
3 readily ascertainable:

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

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

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

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

27 1) The interests of the members of the Class in individually
28 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.

27. 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,

1 and all meal periods Class Members took or missed;

2 (f) Failed to reimburse Class Members for all necessary business expenses;
3 and

4 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
5 result of their illegal conduct as described above.

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

8 (a) The questions of law and fact common to the Class predominate over any
9 question affecting only individual members;

10 (b) A class action is superior to any other available method for the fair and
11 efficient adjudication of the claims of the members of the Class;

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

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

17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the statutory violations, and in obtaining adequate
19 compensation for the damages and injuries for which Defendants are
20 responsible in an amount sufficient to adequately compensate the members
21 of the Class for the injuries sustained;

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

24 1) Inconsistent or varying adjudications with respect to individual
25 members of the Class which would establish incompatible standards
26 of conduct for Defendants; and/or

27 2) Adjudications with respect to the individual members which would,
28 as a practical matter, be dispositive of the interests of other

1 members not parties to the adjudications, or would substantially
2 impair or impede their ability to protect their interests, including but
3 not limited to the potential for exhausting the funds available from
4 those parties who are, or may be, responsible Defendants; and,

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

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

15 **FIRST CAUSE OF ACTION**

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

17 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 20 in this Complaint.

19 31. "Hours worked" is the time during which an employee is subject to the control of
20 an employer, and includes all the time the employee is suffered or permitted to work, whether or
21 not required to do so.

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

27 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
28 non-overtime hours worked for Defendants.

1 they receive additional compensation beyond their regular wages in amounts specified by law.

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

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

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

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

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

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

25 48. California Labor Code § 204 requires employers to provide employees with all
26 wages due and payable twice a month. The Wage Orders also provide that every employer shall
27 pay to each employee, on the established payday for the period involved, overtime wages for all
28

1 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
2 Class with all compensation due, in violation of California Labor Code § 204.

3 **THIRD CAUSE OF ACTION**

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

5 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein
6 paragraphs 1 through 20 in this Complaint.

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

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

21 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of
22 additional wages at the regular rate of pay for each workday he or she was not provided with all
23 required meal period(s), plus interest thereon.

24 **FOURTH CAUSE OF ACTION**

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

26 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 20 in this Complaint.

1 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
2 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
3 17200, *et seq.*

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

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

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

12 89. Plaintiff and the Class Members suffered monetary injury as a direct result of
13 Defendants' wrongful conduct.

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

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

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



1 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
2 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
3 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

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

13 **PRAYER FOR RELIEF**

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

17 **Class Certification**

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

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

- 23 4. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
25 minimum wages due;
26 5. For general unpaid wages as may be appropriate;
27 6. For pre-judgment interest on any unpaid compensation commencing from the date
28 such amounts were due;



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

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

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

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

6 As to the Eighth Cause of Action

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

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

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

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

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

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

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As to all Causes of Action

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

Dated: October 21, 2024

Respectfully submitted,

THE SENTINEL FIRM, APC

By: 
Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: October 21, 2024

THE SENTINEL FIRM, APC



By: Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff