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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Marc David, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIA PINA, as an individual, and on behalf of
all others similarly situated,

Plaintiff,

vs.

BEE INTERNATIONAL, INC, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2020-00001997-CU-OE-CTL

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE § 226.7, 516);**
- (5) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226, *et seq.*);**
- (6) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*).**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§
2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Maria Pina (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Bee International, Inc., and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 1182.12, 1194 *et seq.*, 1197,
9 1198, 2698, *et seq.*, and Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”), in
10 addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
16 themselves to the California market so as to render the exercise of jurisdiction over them by the
17 California courts consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to California
20 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
21 complained of herein occurred in the County of San Diego. Defendants own, maintain offices,
22 transact business, have agent(s) within the County of San Diego, and/or otherwise are found
23 within the County of San Diego, and Defendants are within the jurisdiction of this Court for
24 purposes of service of process.

25 **PARTIES**

26 5. Plaintiff is an individual over the age of eighteen (18). During the four years
27 immediately preceding the filing of this Complaint, Plaintiff was employed by Defendants in
28 California as non-exempt employee. Plaintiff was and is a victim of Defendants’ policies and/or

practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by California Business & Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 1182.12, 1194 *et seq.*, 1197, 1198, 2698 *et seq.*, and Wage Order 7.

6. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this action and continuing to the present, Defendants, headquartered in San Diego, California, did (and continue to do) business throughout the United States, including in San Diego County and other counties throughout California, and employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, San Diego and the State of California and, therefore, were (and are) doing business in San Diego County and the State of California. At all relevant times, Defendants were the “employer” of Plaintiff within the meaning of all applicable state laws, statutes, and wage orders.

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partner, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

9. At all times mentioned herein, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

1 10. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
5 members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 11. Defendants have been in the novelty candy business since 1970 and distribute
8 novelty candy and gift products.

9 12. Plaintiff was hired by Defendants as a non-exempt employee in or about October
10 2018. Plaintiff last worked for Defendants on or about January 16, 2019. Plaintiff's job duties
11 included, but were not limited to, packing Defendants' products.

12 13. During Plaintiff's employment, Defendants utilized a timekeeping system which
13 paid employees in quarter-hour increments and which resulted in Plaintiff and other non-exempt
14 employees not being compensated for all hours worked. Specifically, Plaintiff and other non-
15 exempt employees were expected to arrive at work at least five to ten minutes before their shift
16 started so that they could prepare for their shift and make their way to their work stations at or
17 before the beginning of their shifts. Defendants rang a first bell 5 minutes before the start of the
18 shift, to inform employees that the shift began in 5 minutes and that they therefore must proceed
19 to their work stations. Defendants rang a second bell 5 minutes later, to indicate the start of the
20 scheduled shift. Thus, because Defendants required employees to arrive early in order to be ready
21 and at their work stations at or before the start of their shifts, Plaintiff and other non-exempt
22 employees were under the control of Defendants from the time they clocked in to work and until
23 the scheduled start of their shift. However, Defendants rounded and/or time-shaved Plaintiff's
24 and other non-exempt employees' time-keeping entries such that Plaintiff and other non-exempt
25 employees were not paid for this time. Similarly, Plaintiff and other non-exempt employees' time
26 records were rounded and/or time-shaved at the end of their shifts, such that they were not paid
27 for all hours worked. For example, on January 15, 2019, Plaintiff clocked in to work at 6:52 a.m.
28 and clocked out of work at 3:32 p.m. After having a 30-minute meal period automatically

deducted, Plaintiff was paid for 8 hours of work, even though she worked 8 hours and 10 minutes (assuming she took a 30-minute meal period). If Defendants' rounding practice had been a neutral quarter-hour rounding practice, then Plaintiff's 6:52 a.m. clock-in time would have been rounded to 6:45 a.m., and she would have been paid for 8 hours and 15 minutes (again, assuming a 30-minute meal period). Instead, Defendants rounded Plaintiff's clock-in time to the start time of her scheduled shift, which was 7:00 a.m. – and as result, Plaintiff was paid for only 8 hours of work. Thus, Defendants' timekeeping system is not a neutral rounding system but, rather, is a system that has resulted in systematic underpayment of wages. As a result of these policies/practices, Plaintiff and other non-exempt employees have been underpaid for wages due, including overtime, double-time, and minimum wages.

14. In addition to its time-shaving practice which resulted in a failure to pay all wages due, Defendants automatically deducted 30 minutes from Plaintiff's and other non-exempt employees' hours worked for purported meal periods. Specifically, Plaintiff and other non-exempt employees did not clock out for meal periods per Defendants' policies/practices. Instead, Defendants automatically deducted 30 minutes from their hours worked for purported meal periods, regardless of whether they actually received or took a full, duty-free, and uninterrupted 30-minute meal period, including on occasions where Plaintiff and other non-exempt employees worked over 8 hours in a workday, 40 hours in a workweek, and/or 12 hours in a workday. On many such occasions, however, Plaintiff and other non-exempt employees did not in fact take a full 30-minute meal period, due to work demands which required them to return to work prior to completing a 30-minute meal period. But due to the auto-deduct system, Plaintiff and other non-exempt employees still had a full 30 minutes deducted from their wages. Thus, these deductions resulted in a failure to compensate Plaintiff and other non-exempt employees for all hours worked, including a failure to pay all minimum, overtime, and double-time wages earned.

15. Plaintiff and other non-exempt employees were also not provided with all legally compliant meal periods because Defendants' meal period policies/practices failed to provide them with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours.

Specifically, Plaintiff's and other non-exempt employees' meal periods were often "short," because Defendants frequently interrupted their meal periods for work-related matters prior to the conclusion of their 30-minute meal periods.

16. Further, Defendants' written meal period policy expressly provides that employees will be provided only "one meal period" on "each workday," regardless of the length of the workday, and fails to provide for a second meal period on shifts over 10.0 hours. In practice, Defendants failed to provide Plaintiff and other non-exempt employees with a second 30-minute meal period when they worked over 10.0 hours in a workday. Moreover, Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for the payment of meal period premiums under Labor Code § 226.7 in the event that it failed to provide a legally compliant meal period to their non-exempt employees.

17. Plaintiff and other non-exempt employees were also not authorized and permitted to take all legally compliant rest periods. Specifically, Defendants' rest period policy is unlawful because it expressly provides that employees will be provided "two rest periods" on "each workday," regardless of the length of the workday, and fails to authorize and permit third rest periods for shifts over 10.0 hours. In practice, Defendants failed to authorize and permit Plaintiff and other non-exempt employees to take a third rest period on shifts over 10.0 hours. On those occasions where Plaintiff and other non-exempt employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for the payment of rest period premium wages under Labor Code § 226.7 in the event they failed to authorize and permit all required rest periods.

1 18. As a result of the aforementioned violations, Defendant has also issued inaccurate
2 wage statements that fail to include all minimum, overtime, and double-time wages earned, the
3 accurate number of all hours worked, the accurate number of hours worked at each rate of pay,
4 and meal and rest period premium pay for all meal and rest period violations.

5 **CLASS ACTION ALLEGATIONS**

6 19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
7 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 8 a. The Overtime Class consists of all of Defendants' current and former non-exempt
9 employees in California who worked more than eight (8) hours in a workday
10 and/or forty (40) hours in a workweek and were: (a) subject to Defendants'
11 timekeeping policies/practices; and/or (b) subject to Defendants' meal period auto-
12 deduct policies/practices, during the four years immediately preceding the filing
13 of this lawsuit through the present.
- 14 b. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were: (a) subject to Defendants' timekeeping
16 policies/practices; and/or (b) subject to Defendants' meal period auto-deduct
17 policies/practices, during the four years immediately preceding the filing of this
18 lawsuit through the present.
- 19 c. The Meal Period Class consists of all of Defendants' current and former non-
20 exempt employees in California who: (a) worked at least one shift in excess of 5.0
21 hours; (b) worked at least one shift in excess of 10.0 hours; and/or (c) were subject
22 to Defendants' meal period auto-deduct policies/practices, during the four years
23 immediately preceding the filing of this lawsuit through the present.
- 24 d. The Rest Period Class consists of all Defendants' current and former non-exempt
25 employees in California who worked a shift in excess of 10.0 hours, during the
26 four years immediately preceding the filing of this lawsuit through the present.
- 27 e. The Wage Statement Class consists of all members of the Overtime Class,
28 Minimum Wage Class, Meal Period Class and/or Rest Period Class who received

a wage statement, during the one year immediately preceding the filing of this lawsuit through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194, by requiring overtime work and not paying for said work according to the overtime laws of the State of California;
- ii. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 1182.12, 1194, 1194.2, and 1197 by not paying at least the minimum wage for work according to the minimum wage laws of the State of California;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512; and
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as policies and/or practices

1 dealing with overtime, minimum wage and/or double-time payment, their failure to implement a
2 lawful meal and/or rest period policy, and timekeeping. As such, these common questions
3 predominate over individual questions concerning each individual class member's showing as to
4 their eligibility for recovery or as to the amount of their damages.

5 23. **Typicality:** Plaintiff's claims are typical of the Classes' because Plaintiff was
6 employed by Defendants as a non-exempt employee in California during the statute(s) of
7 limitations period applicable to each cause of action pled herein. As alleged herein, Plaintiff, like
8 the Class members, was deprived of all overtime and minimum wages for all hours worked, was
9 not provided with all meal and rest periods, failed to receive premium pay for meal and rest period
10 violations, and was not furnished with accurate itemized wage statements.

11 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
12 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
13 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
14 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
15 hour class actions in state and federal courts in the past and are committed to vigorously
16 prosecuting this action on behalf of the members of the classes.

17 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
18 an important public interest in establishing minimum working conditions and standards in
19 California. These laws and labor standards protect the average working employee from
20 exploitation by employers who have the responsibility to follow the laws and who may seek to
21 take advantage of superior economic and bargaining power in setting onerous terms and
22 conditions of employment. The nature of this action and the format of laws available to Plaintiff
23 and members of the Classes make the class action format a particularly efficient and appropriate
24 procedure to redress the violations alleged herein. If each employee was required to file an
25 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
26 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with
27 their vastly superior financial and legal resources. Moreover, requiring each member of the
28 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by

employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. This cause of action is brought on behalf of the Overtime Class pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

28. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 510 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a workweek. Labor Code § 510 and Wage Order 7, § 3 also require an employer to pay an employee double the employee’s regular rate of work in excess of 12 hours each workday and/or in excess

of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not credit Plaintiff or members of the Overtime Pay Class with all overtime hours actually worked, and did not compensate Plaintiff or members of the Overtime Pay Class at one and one-half times their regular rates of pay for such hours. Defendants also caused Plaintiff and the members of the Overtime Class to work in excess of 12 hours in a workday but did not properly compensate Plaintiff and the members of the Overtime Class at double their regular rate of pay for such hours.

29. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class Members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interests accrued thereon.

32. Defendants' policy and practice of not paying all minimum wages violates California Labor Code §§ 204, 210, 216, 1182.12, 1197.1, 1198, and Wage Order 7.

33. Such a practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interests thereon, statutory penalties, civil penalties, attorneys'

1 fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 1194, 1198,
2 and Code of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 35. Defendants failed in their affirmative obligation to provide all of their non-exempt
8 employees in California, including Plaintiff and members of the Meal Period Class, with proper
9 meal periods in accordance with the mandates of the California Labor Code and IWC Wage Order
10 7. As such, Defendants owe these employees premium pay at the employees' respective regular
11 rates of pay for meal period violations pursuant to Labor Code §§ 226.7, 512, and IWC Wage
12 Order No. 7.

13 36. Despite Defendants' violations, and contrary to California Labor Code §§ 204,
14 210, 226.7, 512, and 1198, Defendants did not pay an additional hour of pay to Plaintiff and the
15 members of the Meal Period Class members for the meal periods that were not lawfully provided.

16 37. The foregoing policies and practices are unlawful and create an entitlement to
17 recovery by Plaintiff and members of the Meal Period Class in a civil action for the unpaid amount
18 of meal period premiums owing, including interests thereon, statutory penalties, civil penalties,
19 attorneys' fees, and costs of suit according to California Labor Code §§ 218.6, 226.7, 512, and
20 Civil Code §§ 3287(b) and 3289.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 39. Wage Order 7, § 12 and California Labor Code §§ 226.7, 516, and 1198 establish
26 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
27 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
28 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods,

Defendants did not pay these individuals an additional hour of pay for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

40. Defendants' policies and practices described herein are unlawful and create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 218.6, 226.7, 516, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. Plaintiff is informed and believes, and based thereon allege that, Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete wage statements with respect to, *inter alia*, their actual hours worked, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.*

43. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their overtime and minimum wages, meal period premium wages, and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

44. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 46. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
8 (b) failing to pay Plaintiff and members of the Minimum Wage Class at least the minimum wage
9 for all hours worked; (c) failing to provide Plaintiff and members of the Meal Period Class with
10 all meal periods to which they are entitled, and failing to pay them meal period premium
11 payments; (d) failing to authorize and permit all required rest periods to Plaintiff and members of
12 the Rest Period Class, and failing to pay them rest period premiums payments; and (e) knowingly
13 and intentionally failing to furnish Plaintiff and members of the Wage Statement Class with
14 accurate and complete itemized wage statements, in violation of Labor Code § 226.

15 47. Defendants' utilization of these unfair and/or unlawful business practices has
16 deprived Plaintiff and continues to deprive members of the Classes of compensation to which
17 they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair
18 advantage over Defendants' competitors who have been and/or are currently employing workers
19 and attempting to do so in honest compliance with applicable wage and hour laws.

20 48. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
21 conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks
22 full restitution of monies, as necessary and according to proof, to restore any and all monies
23 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
24 sections §§ 17203 and 17208, *et seq.*

25 49. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of this lawsuit.

27 50. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect her interests and those of the Classes, to obtain restitution, to secure injunctive relief on

1 behalf of herself and Defendants' other non-exempt employees, and to enforce important rights
2 affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees
3 and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

4 **SEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **(AGAINST ALL DEFENDANTS)**

7 51. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

8 52. Defendants have committed several Labor Code violations against Plaintiff,
9 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
10 within the meaning of Labor Code § 2698 *et seq.* ("PAGA"), acting on behalf of herself and other
11 aggrieved employees, brings this representative action against Defendants to recover the civil
12 penalties due to Plaintiff, other aggrieved employees, and the State of California according to
13 proof, pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1)
14 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
15 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
16 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
17 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
18 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
19 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
20 initial violation and \$1,000.00 for each subsequent violation of Lab. Code § 226 pursuant to Labor
21 Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200
22 for each subsequent violation per employee per pay period for those violations of the Labor Code
23 for which no civil penalty is specifically provided, based on the following Labor Code violations:

24 a. Failing to compensate Plaintiff and other aggrieved employees all overtime wages
25 earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

26 b. Failing to compensate Plaintiff and other aggrieved employees the statutory
27 minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
28 1194.2, 1197 and 1198;

- 1 c. Failing to provide Plaintiff and other aggrieved employees with their statutorily
2 mandated meal periods and failing to pay meal period premiums in violation of
3 Labor Code §§ 226.7, 512, 558, and 1198;
- 4 d. Failing to authorize and permit Plaintiff and other aggrieved employees to take
5 their statutorily mandated rest periods and failing to pay rest period premiums in
6 violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 7 e. Failing to furnish Plaintiff and other aggrieved employees with complete and
8 accurate itemized wage statements in violation of Labor Code §§ 226;
- 9 f. Failing to pay all aggrieved former employees their final wages in violation of
10 Labor Code §§ 201-203;
- 11 g. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
12 twice each calendar month in violation of Labor Code § 204; and
- 13 h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
14 employees in violation of Labor Code §§ 1174 and 1198.

15 53. On or around January 13, 2020, Plaintiff notified Defendant Bee International Inc.,
16 via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via
17 its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring
18 a claim for civil penalties under the PAGA with respect to violations of the California Labor Code
19 identified herein. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and
20 the LWDA of these violations, Plaintiff has exhausted her administrative requirements for
21 bringing a claim under the Private Attorneys General Act with respect to these violations.

22 54. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect her interests and the interests of other similarly aggrieved employees, and to assess and
24 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
25 costs, which she is entitled to recover under California Labor Code § 2699(g).

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for payments of minimum wages, liquidated
10 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
11 1198, and 1199;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
- 16 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
17 to Labor Code § 226;
- 18 9. Upon the Sixth Cause of Action, for injunctive relief and restitution to Plaintiff
19 and members of the Classes of all money and/or property unlawfully acquired by Defendants by
20 means of any acts or practices declared by this Court to be in violation of Business and Professions
21 Code § 17200 *et seq.*;
- 22 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof, pursuant to Labor Code §§
24 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each
25 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
26 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
27 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
28 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial

violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of Labor Code § 226, per Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 52(a)-(h) above;

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

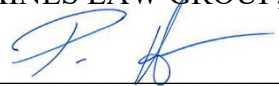
12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

13. For such other and further relief the Court may deem just and proper.

Dated: March 19, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 19, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

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San Diego County Superior Court Case No. 37-2020-00001997-CU-OE-CTL

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245.

On March 19, 2020, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Andrew J. Deddeh, Esq.
James McMullen, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Attorneys for Defendant BEE INTERNATIONAL, INC.

[X] (BY MAIL) I am "readily familiar" with Haines Law Group, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 19, 2020, at El Segundo, California.

Alma Hernandez