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County of Los Angeles

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

BELIA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RUBBERCRAFT CORPORATION OF
CALIFORNIA, LTD., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: 20STCV11935

FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT:

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Belia Ramirez (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant Rubbercraft Corporation of California, Ltd., a California
4 Corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under Labor Code sections 204, 226 *et*
9 *seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, California
10 Business and Professions Code section 17200 *et. seq.*, and Industrial Welfare Commission Wage
11 Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure section 382. This Court has
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
14 controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure sections 395(a) and 395.5, as Defendants own, maintain offices, transact business, have
18 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
20 service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 sections 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698

1 *et seq.*, California Business and Professions Code section 17200 *et. seq.*, and Wage Order 1, which
2 sets employment standards for the manufacturing industry.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business by operating a manufacturing business in California that designs and
6 develops components used in aerospace, aviation, defense, and medical industries, and, therefore,
7 were (and are) doing business in Los Angeles County and the State of California.

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

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

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

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Defendants operate a manufacturing business that designs and manufactures
4 elastomeric parts, components and systems for use in the aerospace, aviation, defense, and
5 medical industries. Plaintiff has worked for Defendants as a non-exempt “Lay-up Technician”
6 since approximately May 2019.

7 10. Throughout Plaintiff’s employment with Defendants, Plaintiff and other non-
8 exempt employees routinely work 7 consecutive days in a workweek. However, Defendants have
9 failed to pay Plaintiff and other non-exempt employees one and one-half times their regular rate
10 of pay for the first 8 hours on that seventh day of work in the workweek (as well as double their
11 regular rate of pay for all hours worked in excess of 8.0 on that seventh day of work in the
12 workweek), thereby causing Plaintiff and other non-exempt employees to be underpaid all
13 required overtime wages in violation of Labor Code Section 510.

14 11. Plaintiff regularly works over 8.0 hours per workday and/or over 40.0 hours per
15 workweek but has not received overtime compensation equal to one and one-half times her regular
16 rate of pay even when Defendants do pay overtime wages. This is because Defendants pay
17 Plaintiff and other non-exempt employees non-discretionary incentive pay, and/or other forms of
18 pay that are not excludable from an employee’s “regular rate” of pay including but not limited to
19 quarterly bonuses (hereinafter collectively referred to as “Incentive Pay”). Defendants have failed
20 to properly calculate Plaintiff and other non-exempt employees’ regular rates of pay as a result of
21 their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages earned.

22 12. Throughout Plaintiff’s employment with Defendants, Defendants have utilized a
23 timekeeping system, which upon information and belief, results in Plaintiff and other non-exempt
24 employees not being compensated for all hours actually worked, whether by rounding, time-
25 shaving, or otherwise. As a result of Defendants’ timekeeping policies/practices, Plaintiff and
26 other non-exempt employees have not been not paid all minimum and overtime wages owed to
27 them.

28 13. Defendants also maintain unlawful meal period policies/practices that fail to

1 provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth
2 hour of work, and fail to provide second, duty-free 30-minute meal periods when Plaintiff and
3 other non-exempt employees work shifts in excess of 10.0 hours. Despite Defendants' failure to
4 provide Plaintiff and other non-exempt employees with all lawful meal periods to which they
5 were entitled, Defendants have failed to compensate these employees with the required meal
6 period premium for each workday in which they experienced a meal period violation as mandated
7 by Labor Code section 226.7.

8 14. Defendants have also failed to authorize and permit Plaintiff and other non-exempt
9 employees to take all duty-free 10-minute rest periods for every four hours worked, or major
10 fraction thereof, due to Defendants' unlawful rest period policies/practices. Specifically,
11 Defendants fail to authorize and permit Plaintiff and other non-exempt employees to take a third
12 rest period on occasions when they work shifts in excess of 10.0 hours. Despite Defendants' failure
13 to authorize and permit Plaintiff and other non-exempt employees to take all legally-compliant rest
14 periods to which they are entitled, Defendants have failed to compensate Plaintiff and other non-
15 exempt employees with an additional hour of premium pay at their respective regular rates of pay
16 for each workday in which a rest period violation occurred, as required by Labor Code section
17 226.7.

18 15. Upon information and belief, during at least a portion of the relevant time period,
19 Defendants maintained no payroll code or other mechanism for the payment of meal and/or rest
20 period premium payments under Labor Code section 226.7.

21 16. As a result of Defendants failure to pay all minimum wages, overtime wages, and
22 meal and rest period premium wages, Defendants maintained inaccurate payroll records and
23 issued inaccurate wage statements in violation of Labor Code section 226.

24 **CLASS ACTION ALLEGATIONS**

25 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
26 following Classes pursuant to section 382 of the Code of Civil Procedure:

- 27 a. The Minimum Wage Class consists of all of Defendants' current and former non-
28 exempt employees in California who were subject to Defendants' timekeeping

1 policies and/or practices, during the four years immediately preceding the filing of
2 this action through the present;

3 b. The Overtime Class consists of all of Defendants' current and former non-exempt
4 employees in California who: (i) worked on seven consecutive days within a
5 workweek and did not receive overtime wages for the first 8.0 hours on the 7th
6 consecutive day of work, and/or did not receive double-time wages for any hours
7 worked in excess of 8.0 on the 7th consecutive day of work; and/or (iii) received
8 Incentive Pay and worked overtime hours during a corresponding time period;
9 and/or (iv) were subject to Defendants' timekeeping policies and/or practices,
10 during the four years immediately preceding the filing of this action through the
11 present.

12 c. The Meal Period Class consists of all Defendants' current and former non-exempt
13 employees in California who: (i) worked at least one shift in excess of 5.0 hours
14 without a meal period of at least 30 minutes in duration commencing prior to the
15 conclusion of the fifth hour of work; and/or (ii) worked at least one shift in excess
16 of 10.0 hours without a second meal period of at least 30 minutes in duration
17 commencing prior to the conclusion of the tenth hour, during the four years
18 immediately preceding the filing of this action through the present.

19 d. The Rest Period Class consists of all Defendants' current and former non-exempt
20 employees in California who worked a shift in excess of 10.0 hours, during the four
21 years immediately preceding the filing of this action through the present.

22 e. The Wage Statement Class consists of all members of the Minimum Wage Class,
23 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
24 statement from Defendants during the one year immediately preceding the filing of
25 this action through the present.

26 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
27 joinder of all members would be unfeasible and not practicable. The membership of the Classes
28 and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of

the Classes number greater than two hundred (200) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **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 paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and/or Minimum Wage Class;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- v. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- vi. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
- vii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226.

20. **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 Defendants' uniform

timekeeping policies/practices, overtime policies/practices, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum wages owed, was not provided all required meal periods, and was not authorized and permitted to take all required rest periods, and was not provided with accurate, itemized wage statements.

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

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) 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 (as defined herein) are maintainable as a Class under section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS (AGAINST ALL DEFENDANTS)

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

25. Wage Order 1, section 4 and California Labor Code sections 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 sections 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

26. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to compensate Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

1 27. California Labor Code section 1198 makes unlawful the employment of an
2 employee under conditions that the IWC prohibits. California Labor Code sections 1194(a) and
3 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage
4 is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated
5 damages in an amount equal to the wages due and interest thereon.

6 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
8 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 1.

11 29. The foregoing practices and policies are unlawful and create an entitlement to
12 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
13 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
14 civil penalties, attorney's fees, and costs of suit according to California Labor Code sections 204,
15 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure section 1021.5.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY ALL OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

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

20 31. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194,
21 and 1198, which provide that non-exempt employees are entitled to all overtime wages and
22 compensation for all overtime hours worked and provide a private right of action for the failure
23 to pay all overtime compensation for overtime work performed.

24 32. At all times relevant herein, Defendants were required to properly compensate
25 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
26 hours worked pursuant to California Labor Code section 1194 and Wage Order 1. Wage Order 1
27 section 3 also requires an employer to pay an employee one and one-half (1½) times the
28 employee's regular rate of pay for the first 8 hours worked on the seventh consecutive day of

1 work in a workweek. Wage Order 1 section 3 also requires an employer to pay an employee
2 double the employee's regular rate of pay for work in excess of 8 hours on the seventh consecutive
3 day of work in a workweek. Defendants caused Plaintiff to work overtime and hours but did not
4 credit Plaintiff or members of the Overtime Pay Class with all overtime hours actually worked,
5 and did not compensate Plaintiff or members of the Overtime Pay Class at one and one-half times
6 their regular rate of pay for such hours.

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

12 **THIRD CAUSE OF ACTION**

13 **MEAL PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed in their affirmative obligation to provide all of their non-exempt employees in California,
18 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
19 in accordance with the mandates of the California Labor Code and Wage Order 1, section 11, for
20 the reasons set forth in the factual allegations and class definitions sections of this Complaint.
21 Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to
22 Plaintiff and members of the Meal Period Class for each violation in accordance with California
23 Labor Code sections 226.7 and 512.

24 36. As a result, Defendants are responsible for paying premium compensation for meal
25 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
26 pursuant to Labor Code sections 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure
27 section 1021.5.

28 ///

(AGAINST ALL DEFENDANTS)

40. The foregoing violations 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 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code sections 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure section 1021.5.

(AGAINST ALL DEFENDANTS)

43. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class

1 with complete and accurate itemized wage statements resulted in actual injury, as said failures led
2 to, among other things, the non-payment of all overtime and minimum wages owed, and all meal
3 and rest period premiums owed, and deprived them of the information necessary to identify the
4 discrepancies in Defendants' reported data.

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

9 **SIXTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(AGAINST ALL DEFENDANTS)**

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

13 46. Defendants have engaged and continue to engage in unfair and/or unlawful
14 business practices in California in violation of California Business and Professions Code section
15 17200 *et seq.*, by failing to pay Plaintiff and the Classes all overtime and minimum wages owed;
16 failing to pay all required meal period and/or rest period premium payments; and knowingly
17 failing to furnish accurate and complete itemized wage statements in violation of Labor Code
18 section 226.

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

24 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
25 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
26 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
27 and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and
28 17208.

1 49. The acts complained of herein occurred within the last four years immediately
2 preceding the filing of the Complaint in this action.

3 50. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
5 of Defendants' current non-exempt employees, and to enforce important rights affecting the
6 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
7 which he is entitled to recover under Code of Civil Procedure section 1021.5.

8 **SEVENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(AGAINST ALL DEFENDANTS)**

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

12 52. Defendants have committed several Labor Code violations against Plaintiff,
13 members of the Classes, and other aggrieved employees. Plaintiff, as an "aggrieved employee"
14 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
15 employees, brings this representative action against Defendants to recover the civil penalties due
16 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
17 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
19 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
20 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
21 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
22 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
24 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
25 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
26 subsequent violation per employee per pay period for those violations of the Labor Code for
27 which no civil penalty is specifically provided, based on the following Labor Code violations:

28 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum

1 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
2 1194.2, and 1197;

3 b. Failing to pay Plaintiff and other aggrieved employees all overtime
4 compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and
5 1198;

6 c. Failing to provide Plaintiff and other aggrieved employees with all lawful meal
7 periods and failing to pay meal period premiums to Plaintiff and other
8 aggrieved employees at the employees' respective regular rates of
9 compensation for meal period violations in violation of Labor Code §§ 226.7,
10 512, and 558;

11 d. Failing to authorize and permit Plaintiff and other aggrieved employees all
12 required rest periods and failing to pay rest period premiums to Plaintiff and
13 other aggrieved employees and other aggrieved employees at these employees'
14 respective regular rates of compensation for rest period violations in violation
15 of Labor Code §§ 226.7, 516, and 558;

16 e. Failing to furnish Plaintiff and other aggrieved employees with accurate and
17 complete itemized wage statements in violation of Labor Code § 226, *et seq.*;

18 f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
19 twice during each calendar month in violation of Labor Code § 204; and

20 g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
21 employees in violation of Labor Code §§ 1174 and 1198.

22 53. On or around March 30, 2020, Plaintiff notified Defendants via certified mail, and
23 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
24 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
25 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
26 California Labor Code identified in Paragraph 52 (a)-(g). Now that sixty-five days have passed
27 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
28 provided notice that it intends to investigate the violations, Plaintiff has exhausted her

1 administrative requirements for bringing a claim under the Private Attorneys General Act with
2 respect to these violations.

3 54. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
4 Employees, as defined by Labor Code § 2699(c), which includes all current and former non-
5 exempt employees who worked for Defendants in California between March 30, 2019 and the
6 present.

7 Plaintiff was compelled to retain the services of counsel to file this court action to protect his
8 interests and the interests of other aggrieved employees, and to assess and collect the civil
9 penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he
10 is entitled to recover under California Labor Code § 2699.

11 **PRAYER**

12 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
13 this suit is brought against Defendants, as follows:

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes;
- 16 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 17 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
18 damages, and penalties according to proof pursuant to Labor Code sections 1182.12, 1194,
19 1194.2, and 1197;
- 20 5. For the Second Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code sections 204, 510, 558, 1194, and
22 1198
- 23 6. Upon the Third Cause of Action, for compensatory, consequential, general and
24 special damages according to proof pursuant to Labor Code sections 226.7, 512, and 558;
- 25 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code sections 226.7, 516, and 558;
- 27 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code
28 section 226 *et. seq.*;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200 *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent 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 pursuant to 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 identified in Paragraph 51 (a)-(g) above;

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

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.6, 226, 1194 *et seq.*, and Code of Civil Procedure section 1021.5; and

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

Dated: June 4, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By:

Fletcher W. Schmidt
Attorneys for Plaintiff

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Dated: June 4, 2020

HAINES LAW GROUP, APC

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