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Superior Court of California
County of Los Angeles

JUN 29 2020

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Alvarez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO JAVIER ALDACO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ARTISTIC WELDING, a California corporation;
and DOES 1 through 100, inclusive

Defendants.

Case No. 20STCV15309

CLASS ACTION COMPLAINT:

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Francisco Javier Aldaco ("Plaintiff"), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 ("Complaint") against Defendant Artistic Welding, a California corporation ("Defendant"); and
4 DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 lawsuit for recovery of unpaid wages and penalties under Bus. & Prof. Code § 17200; Labor Code
9 §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and 2698 *et*
10 *seq.*, and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"), in addition to
11 seeking declaratory relief and restitution. This class action is brought pursuant to California Code
12 of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California
13 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Defendants maintained offices and conducted business within the County of Los Angeles.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
22 the filing of this lawsuit and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as an hourly employee. Plaintiff was,
24 and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or
25 property, and has been deprived of the rights guaranteed to him by California Labor Code §§ 201-
26 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and 2698 *et seq.*, and
27 Wage Order 1, which sets employment standards for the manufacturing industry.

28 ///

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and do)
3 business in the art of welding and manufacturing, with its headquarters in the County of Los
4 Angeles and State of California, and employed Plaintiff in the State of California, and, therefore,
5 were (and are) doing business in the County of Los Angeles and the State of California.

6 5. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were licensed to do business in California and the County of Los Angeles and
8 were the employers of Plaintiff and the Class Members (as defined in Paragraph 13).

9 6. Plaintiff does not know the true names, capacities, relationships and/or the extent
10 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
11 lawsuit. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious
12 names. Plaintiff will seek leave from this Court to further amend this Complaint when the true
13 names and capacities are known. Plaintiff is informed and believes, and based thereon alleges,
14 that each fictitiously named defendant is and was responsible in some way for the alleged wage
15 and hour violations and other wrongful conduct which subjected Plaintiff and the Classes, as
16 defined below, to the illegal employment practices, wrongs and injuries complained of herein. All
17 references in this Complaint to "Defendants" shall be deemed to include all DOE Defendants.

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
2 Members (as defined in Paragraph 13).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a “welder” from approximately May 17,
5 2017 to present, although Plaintiff’s last day worked was in July 2019. Since July 2019, Plaintiff
6 has been on a medical leave of absence.

7 10. During the relevant time period, Defendants regularly, systematically, and
8 impermissibly rounded and/or truncated the hours worked by non-exempt employees in
9 Defendants’ favor, which resulted, over a period of time, in the failure to properly compensate
10 Plaintiff and other non-exempt employees for all hours worked, thereby depriving them of all
11 required minimum and additional overtime wages earned. Specifically, Defendants’ timekeeping
12 mechanism failed to pay Plaintiff and other non-exempt employees for all hours that they worked
13 “on-the-clock,” whether by rounding and/or truncating of hours, and/or auto-deducting 30-
14 minutes for meal periods regardless of whether a 30-minute meal period was actually provided.
15 Further, Defendants’ rounding mechanism on its time-clock rounded Plaintiff and other non-
16 exempt employees’ timekeeping in a manner that was not even-handed over time, as is required
17 to be lawful.

18 11. Additionally, Defendants failed to provide Plaintiff and other non-exempt
19 employees with timely meal periods of at least 30-minutes. Defendants failed to keep accurate
20 records of employee hours worked, including time records showing when employees were
21 provided with meal periods. During Plaintiff’s employment with Defendants, Defendants did not
22 require Plaintiff and other non-exempt employees to clock in and out for their meal periods, and
23 maintained no other records of employee meal periods. Defendants also did not cease operations
24 during meal periods. Instead, Defendants automatically deducted 30-minutes from employee time
25 records regardless of whether they were actually provided with a legally compliant 30-minute
26 meal period. Further, Defendants implemented a policy and practice of utilizing a bell system to
27 release Plaintiff and other non-exempt employees for lunch. Although Plaintiff regularly worked
28 a shift that began prior to 8:00 am, the bell did not release Plaintiff for lunch until 1:00 pm., or

1 after the end of Plaintiff's fifth hour of work. As a result of Defendants' failure to provide all
2 legally required meal periods, unlawful auto-deduction policy, and failure to accurately record
3 employee meal periods, Defendants failed to compensate their employees with the required meal
4 period premium for each workday in which employees experienced a meal period violation as
5 well as compensate its employees for all minimum and overtime wages earned.

6 12. Upon information and belief, during at least a portion of the relevant time period,
7 Defendants maintained no payroll code or other mechanism for the payment of meal period
8 premium payments under Labor Code § 226.7.

9 13. As a result of Defendants' failure to pay all overtime and minimum wages as well
10 as meal premium wages, Defendants maintained inaccurate payroll records and issued inaccurate
11 wage statements to Plaintiff.

12 **CLASS ACTION ALLEGATIONS**

13 14. Class Definitions: Plaintiff brings this action on behalf of himself and the
14 following Classes pursuant to § 382 of the California Code of Civil Procedure:

- 15 a. The Overtime Class consists of all of Defendants' current and former non-exempt
16 employees in California who worked in excess of eight hours in a workday and/or
17 in excess of 40 hours in a workweek and were subject to Defendants' timekeeping
18 policies and/or practices, during the four years immediately preceding the filing of
19 the lawsuit through the present date.
- 20 b. The Minimum Wage Class consists of all of Defendants' current and former non-
21 exempt employees in California who were subject to Defendants' timekeeping
22 policies and/or practices, during the four years preceding the filing of the lawsuit
23 through the present.
- 24 c. The Meal Period Class consists of all of Defendants' current and former non-
25 exempt employees in California who worked at least one shift in excess of 5.0
26 hours, during the four years immediately preceding the filing of the lawsuit
27 through the present.

- d. The Wage Statement Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; and (iii) Meal Period Class, who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

15. **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 Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **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 employees including, without limitation:

- i. Whether Defendants properly paid all overtime wages to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- ii. Whether Defendants properly paid all minimum wages to members of the Minimum Wage Class pursuant to Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197 and 1198;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code 226; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

17. **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 method of time shaving and untimely providing meal periods. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

18. **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 statutes of limitation applicable to each cause of action pled in this lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum wages, was not provided all legally required meal breaks, and was furnished with inaccurate and incomplete wage statements.

19. **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.

20. **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 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by

1 employees who would be disinclined to file an action against their former and/or current employer
2 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
3 employment. Further, the prosecution of separate actions by the individual Class Members, even
4 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual Class Members against Defendants herein; and which would
6 establish potentially incompatible standards of conduct for Defendants; and/or legal
7 determinations with respect to individual Class Members which would, as a practical matter, be
8 dispositive of the interest of the other Class Members not parties to adjudications or which would
9 substantially impair or impede the ability of the Class Members to protect their interests. Further,
10 the claims of the individual members of the class are not sufficiently large to warrant vigorous
11 individual prosecution considering all of the concomitant costs and expenses attending thereto.

12 21. As such, each of the Classes identified in Paragraph 13 is maintainable as a Class
13 under § 382 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 22. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
18 fully set forth herein.

19 23. This cause of action is brought on behalf of the Overtime Class pursuant to Labor
20 Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled
21 to all overtime wages and compensation for hours worked and provide a private right of action
22 for the failure to pay all overtime compensation for overtime work performed.

23 24. At all times relevant herein, Defendants were required to properly compensate
24 hourly employees, including Plaintiff and members of the Overtime Class, for all overtime hours
25 worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires
26 an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of
27 pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the
28 workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the

1 employee's regular rate of pay for work in excess of 12 hours each work day and/or for work in
2 excess of 8 hours on the seventh consecutive day of work in the workweek.

3 25. Defendants caused Plaintiff and the members of the Overtime Class to work in
4 excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate
5 Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for
6 such hours. Defendants also caused Plaintiff and the members of the Overtime Class to work in
7 excess of 12 hours in a workday but did not properly compensate Plaintiff and the members of
8 the Overtime Class at double their regular rate of pay for such hours. Due to these
9 policies/practices, Defendants failed to pay Plaintiff and members of the Overtime Class all
10 overtime wages earned.

11 26. Defendants' policy and practice of requiring overtime work and not paying at the
12 proper overtime rates for said work violates California Labor Code §§ 204, 510, 558, 1194, and
13 1198, and IWC Wage Order 1.

14 27. The foregoing policies and practices are unlawful and create an entitlement to
15 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
16 of overtime premiums owing, including interest thereon, statutory penalties, civil penalties,
17 attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 510, 558, 1194,
18 1198, and Code of Civil Procedure § 1021.5.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

21 **(AGAINST ALL DEFENDANTS)**

22 28. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
23 fully set forth herein.

24 29. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and
25 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
26 hours worked and provide a private right of action for the failure to pay all minimum wage
27 compensation for all work performed.
28

30. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order 1. Wage Order 1, § 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

31. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

32. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees, including

1 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
2 the mandates of the California Labor Code and Wage Order 1.

3 35. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to
5 Wage Order 1, Labor Code §§ 226.7, 512, and 558, and Civil Code §§ 3287(b) and 3289.

6 **FOURTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 36. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
10 fully set forth herein.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with accurate and complete wage statements in
14 violation of Labor Code § 226.

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

20 39. Defendants' failures create an entitlement to recovery by Plaintiff and members of
21 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
22 Code § 226, including statutory penalties, civil penalties, reasonable attorney's fees, and costs of
23 suit according to California Labor Code §§ 226 and 226.3.

24 **FIFTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(AGAINST ALL DEFENDANTS)**

27 40. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
28 fully set forth herein.

41. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business & Professions Code § 17200 by failing to pay Plaintiff and the Classes all overtime and minimum wages, failing to provide all required meal periods and rest periods, failure to reimburse for necessary business expenditures, issuing inaccurate wage statements, and failing to pay all final wages owed upon separation of employment.

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

43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to California Business & Professions Code §§ 17203 and 17208.

44. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

45. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

47. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, as an “aggrieved employee”

1 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
2 employees, brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
4 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
5 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
6 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
7 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
8 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
9 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
10 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
11 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
12 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for which
14 no civil penalty is specifically provided, based on the following Labor Code violations:

- 15 a. Failing to pay Plaintiff and other aggrieved employees all overtime
16 compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and
17 1198;
- 18 b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
19 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
20 1194.2, 1197;
- 21 c. Failing to provide meal periods as required by law and failing to pay meal
22 period premiums to Plaintiff and other aggrieved employees at the
23 employees' respective regular rates of compensation for meal period
24 violations in violation of Labor Code §§ 226.7, 512, and 558;
- 25 d. Failing to furnish Plaintiff and other aggrieved employees with accurate and
26 compliant itemized wage statements in violation of Labor Code § 226, *et seq.*;
- 27 e. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
28 twice during each calendar month in violation of Labor Code § 204; and

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

48. On or around April 24, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 46 (a)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

49. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between April 24, 2019 and the present.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Plaintiff’s counsel as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

1 5. Upon the Second Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1194.2, 1197,
3 1197.1 and 1198;

4 6. Upon the Third Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code
7 § 226;

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

11 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other
12 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
13 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
14 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
15 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
16 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for
17 each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
18 \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor
19 Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
20 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
21 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
22 employee per pay period for those violations of the Labor Code for which no civil penalty is
23 specifically provided, based on the violations of Labor Code sections identified in Paragraph 46
24 (a)-(f) above.

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

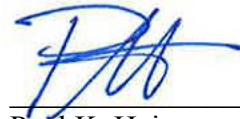
27 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
28 §§ 218.5, 226, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

2
3 Dated: June 29, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

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5 By:



Paul K. Haines
Attorneys for Plaintiff

6
7 **DEMAND FOR JURY TRIAL**

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

9
10 Dated: June 29, 2020

HAINES LAW GROUP, APC

11
12 By:



Paul K. Haines
Attorneys for Plaintiff