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

MARIA C. HERNANDEZ, as an individual,
and on behalf of all others similarly situated,

Plaintiff,

vs.

COLD STEEL, INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No.: 20STCV20059

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

- (1) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (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 Maria C. Hernandez (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Cold Steel, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (collectively “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, 558, 1182.12, 1194, 1194.2,
9 1197, 1198 and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 1 (“Wage
10 Order 1”), in 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 hereon occurred in the County of Los Angeles. Defendants own, maintain offices,
22 transact business, have agent(s) within the County of Los Angeles, and/or otherwise are found
23 within the County of Los Angeles, 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). At all relevant times herein,
27 Plaintiff was and currently is, a California resident. During the four years immediately preceding
28 the filing of the Complaint in this action and within the statute of limitations periods applicable

1 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
2 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
3 herein, lost money and/or property, and has been deprived of the rights guaranteed by California
4 Business & Professions Code § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516,
5 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*; and Wage Order 1, which sets
6 employment standards for the "Manufacturing Industry."

7 6. Plaintiff is informed and believes, and based thereon alleges, that during the four
8 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
9 continue to do) business as a manufacturer of knives, swords, cutlery, and other tools. Defendants
10 employed Plaintiff in Los Angeles County and the state of California and, therefore, were (and
11 are) doing business in Los Angeles County and the State of California.

12 7. Plaintiff does not know the true names, identities and capacities, whether
13 individual, corporate, associate or otherwise, of Defendants Does 1 through 100, inclusive, and
14 for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave
15 from this Court to amend this Complaint when such true names and capacities are discovered.
16 Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious
17 defendants, whether individual, partners, or corporate, were responsible in some manner for the
18 acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined
19 in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries and
20 damages complained of herein.

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

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

omissions complained of herein.

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

GENERAL FACTUAL ALLEGATIONS

11. Defendants have employed Plaintiff as a non-exempt “Assembler” since approximately April 15, 2015 at Defendants’ facility in Ventura, California. Plaintiff suffered a work-related injury in or about September 2019 and has been on medical leave since December 2019. Beginning in 2019, Defendants scheduled Plaintiff to work Monday through Friday from 7:00 a.m. to 4:00 p.m., although Plaintiff regularly worked beyond her scheduled hours.

12. During Plaintiff’s employment, Defendants implemented timekeeping policies and/or practices that systematically deprived Plaintiff and other non-exempt employees of all hours actually worked. Specifically, Plaintiff and other non-exempt employees clocked in and out at the start and end of their respective shift using a timecard. Defendants required Plaintiff and other non-exempt employees to be at their assigned workstation at the scheduled start of their shift. In order to comply with Defendants’ policy and/or practice of requiring employees to be at their assigned workstation at the scheduled start of their shift, Plaintiff and other non-exempt employees regularly clocked in several minutes prior to the start of their scheduled shift. Although Defendants’ timekeeping system recorded Plaintiff and other non-exempt employees’ hours worked to the minute, Defendants rounded Plaintiff and other non-exempt employees’ timekeeping entries in an uneven manner to quarter of an hour increments so that, over a period of time, they were deprived of all minimum and overtime wages. Defendants’ timekeeping policies and/or practices regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and other non-exempt employees in Defendants’ favor resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all minimum

1 and overtime wages.

2 13. During Plaintiff's employment with Defendants, Plaintiff was not provided with
3 all required meal periods due to Defendants' meal period policies/practices, which fail to provide
4 a timely first meal period (commencing before the conclusion of the fifth hour of work), and a
5 second meal period on shifts in excess of 10.0 hours. Specifically, due to work demands imposed
6 by Defendants, Plaintiff and other non-exempt employees often began their first meal period after
7 the conclusion of the fifth hour of work. Further, Defendants failed to provide Plaintiff and other
8 non-exempt employees with a second meal period for shifts worked in excess of 10.0 hours. On
9 those occasions when Plaintiff was not provided with all legally compliant meal periods to which
10 she was entitled, Defendants failed to compensate Plaintiff the required meal period premium(s)
11 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
12 information and belief, during at least a portion of the putative class period, Defendants
13 maintained no mechanism for the payment of meal period premium payments as required by
14 Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their
15 non-exempt employees.

16 14. Defendants also failed to authorize and permit Plaintiff and other non-exempt
17 employees to take all required rest periods. Specifically, Defendants failed to authorize and permit
18 Plaintiff and other non-exempt employees to take a third rest period during shifts in excess of
19 10.0 hours. On those occasions when Plaintiff was not authorized and permitted to take all legally
20 compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff with
21 the required rest period premium(s) for each workday there was a rest period violation as
22 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
23 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7,
24 in the event that a legally compliant rest period was not authorized and permitted to their non-
25 exempt employees.

26 15. As a result of Defendants' failure to pay all minimum and overtime wages, as well
27 as all meal and rest period premiums, Defendants maintained inaccurate payroll records and
28 issued inaccurate wage statements to Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of 8.0 hours in a workday and/or in excess of 40.0 hours in a workweek, and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes commencing prior to the end of the fifth hour of work as reflected from their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts; and/or (ii) worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes commencing prior to the end of the tenth hour of work as reflected from their timekeeping record, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- e. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who have

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

17. **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 one hundred (100) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' records.

18. **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 Plaintiff and members of the Overtime Class for said work according to the overtime laws of the State of California;
- ii. Whether Defendants' policies and/or practices compensated Plaintiff and members of the Minimum Wage Class for all hours actually worked;
- iii. Whether Defendants provided all legally compliant meal periods to Plaintiff and members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to Plaintiff and members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516; and
- v. Whether Defendants furnished legally compliant wage statements to Plaintiff and members of the Wage Statement Class pursuant to Labor Code § 226.

19. **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, and meal and rest period policies and/or 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.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Defendants employed Plaintiff as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, did not receive minimum and overtime wages for all hours worked, did not receive all meal periods, was not authorized and permitted to take all rest periods, and did not receive complete and accurate, itemized wage statements.

21. **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.

22. **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 was 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 employees who would be disinclined to file an action against their former and/or current employer

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

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

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

15 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
16 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
17 overtime hours worked, and provide a private right of action for the failure to pay all overtime
18 compensation for overtime work performed.

19 25. At all relevant times, Defendants have been required to properly compensate non-
20 exempt employees, including Plaintiff, for all overtime hours worked pursuant to California Labor
21 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee
22 “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours
23 per work day and/or in excess of 40 hours of work in a workweek. Defendants caused Plaintiff
24 and members of the Overtime Class to work overtime hours, but did not compensate employees
25 at one and one-half times their respective regular rates of pay for such hours.

26 26. The foregoing policies and practices are unlawful and create entitlement to
27 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
28 of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and

costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

28. Wage Order 1, § 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 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours actually 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.

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

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

31. Defendants' practice and uniform administration of corporate policy regarding

1 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
2 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
3 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs
4 of suit according to California Labor Code §§ 204, 558, 1194, 1194.2, 1197, 1198, and Code of
5 Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
14 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
15 of the Meal Period Class at their respective regular rates of compensation, in accordance with
16 California Labor Code §§ 204, 210, 226.7, and 512.

17 34. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest
19 thereon, statutory penalties, civil penalties, and costs of suit.

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 36. Wage Order 1, § 12, and California Labor Code §§ 226.7 and 516 establish the
25 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
26 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

27 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and all
28 members of the Rest Period Class from taking all required rest periods as non-exempt employees.

Defendants also failed to compensate Plaintiff and members of the Rest Period Class for each rest period to which they were entitled while working.

38. 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, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate, itemized wage statements that included, among other requirements, all applicable hourly rates in effect during the pay period along with the corresponding number of hours worked at each hourly rate, and all wages earned during the pay period, and all in violation of Labor Code §226(a).

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

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

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1 is entitled to recover under Code of Civil Procedure § 1021.5.

2 **SEVENTH CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **(AGAINST ALL DEFENDANTS)**

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

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

- 22 a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
23 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
24 and 1198;
- 25 b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
26 Wage Class, and other aggrieved employees in violation of Labor Code §§
27 1182.12, 1194, 1194.2, and 1197;
- 28 c. Failing to provide all legally required meal periods, and failing to pay meal period

premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 558;

d. Failing to authorize and permit all legally required rest periods, and failing to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;

e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

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

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

51. On 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 50 (a)-(g). 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 her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

52. Based on the foregoing, Plaintiff seeks to represent herself 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.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which

1 she is entitled to receive under California Labor Code § 2699(g).

2 **PRAYER**

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

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for compensatory, consequential, general, and
9 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 10 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
11 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
12 1197;
- 13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 15 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 17 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
18 to Labor Code § 226;
- 19 9. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or
20 property unlawfully acquired by Defendants by means of any acts or practices declared by this
21 Court to be in violation of Business and Professions 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
25 each failure to pay each employee and \$200 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 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 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 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 Labor Code violations identified in Paragraph 50 (a)-(g);

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, and 2699(g); Code of Civil Procedure § 1021.5, and all other applicable statutes; and

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

Dated: June 29, 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: June 29, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff