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11 on behalf of himself and all others similarly situated

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

14 COREY SMITH, on behalf of himself and all
15 others similarly situated

16 Plaintiffs,

17 vs.

18 VELOCITY AEROSPACE GROUP, INC.
19 and DOES 1 through 100, inclusive,

20 Defendants.

Case No. 20STCV03159

*[Assigned for all purposes to Honorable Yvette
M. Palazuelos, Dept. 9]*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES**

1. FAILURE TO PAY STRAIGHT AND OVERTIME COMPENSATION IN VIOLATION OF LABOR CODE §§ 223, 510, 558, 1194, 1198, and 1199;
2. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7, 512, 516, 558, and IWC Wage Orders;
3. FAILURE TO AUTHORIZE AND PERMIT PAID REST PERIODS;
4. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS & TO MAINTAIN ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR CODE § 226, 558, 1174(d), 1198.5 AND THE I.W.C. WAGE ORDERS;
5. UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.*;
6. FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE §§ 203, 558;
7. FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE §1174(d);

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8. **FAILURE TO REIMBURSE
BUSINESS EXPENSES IN
VIOLATION OF LABOR CODE §§
2800 and 2802;**
9. **FAILURE TO PAY MINIMUM WAGES**
10. **PENALTIES PURSUANT TO
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") LABOR
CODE § 2698, et seq.**

DEMAND FOR JURY TRIAL

Plaintiff Corey Smith individually, and on behalf of himself and all other similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (hereinafter "Plaintiff" or "Representative Plaintiff), hereby file this Complaint against Defendant Velocity Aerospace Group, Inc. and DOES 1 through 100, Inclusive (hereinafter collectively referred to as "Defendants"). Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

I. INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure §382 on behalf of Plaintiff and other non-exempt current and former employees employed by Defendants

2. Representative Plaintiff Corey Smith is an individual who resides in California and was employed by Defendant Velocity Aerospace Group, Inc. ("Velocity" or "Defendants") from on or about the year 1987 until on or about November 8, 2019.

3. This is a civil action seeking recovery for Defendant's violations of California Labor Code ("Labor Code") §1194, et seq., §1197, §200 et seq., Labor Code §500 et seq., California Business and Professions Code ("B& PC") §17000 et seq. and §17200 , et seq., the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Order(s)") and related common law principles.

4. Plaintiffs' action seeks monetary damages, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

5. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of this complaint, up to and through the time of trial for this matter.

RELEVANT EMPLOYEES

6. The relevant employees are Defendants' non-exempt current and former employees, employed in California by Defendants.

7. Defendants' non-exempt current and former employees are paid by Defendants on an hourly pay basis.

8. The obligations and responsibilities of Defendants' current and former non-exempt, hourly paid employees employed in California by Defendants are virtually identical from location to location and employees to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

SUMMARY OF CLAIMS

9. With regard to Defendants' California based non-exempt, hourly paid current and former employees that worked for Defendants Velocity and DOES 1 through 100, Inclusive, Defendants have established a rounding policy which does not compensate said employees for the time they actually worked and as a result Defendants have failed to pay for all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked. Further Defendants have failed to provide timely uninterrupted 30-minute meal periods; failed to provide paid rest periods; failed to timely furnish accurate itemized wage statements; failed to keep accurate payroll records; conducted unfair business practices; failed to pay waiting time penalties; violated Labor Code § 1174(d); violated Labor Code §§ 2800 and 2802; and failed to pay the required minimum wage for all hours worked.

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1 **II. PARTIES**

2 **PLAINTIFF COREY SMITH**

3 10. Plaintiff COREY SMITH (hereinafter "Smith" or "Plaintiff") is an individual over
4 the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a resident
5 of California, county of Los Angeles.

6 11. Plaintiff worked for Defendants as a non-exempt hourly employee. Plaintiff is a
7 former employee of Defendants.

8 12. Plaintiff seeks unpaid wages, penalties and other compensation from Defendants for
9 the relevant time period because Defendants have (Plaintiff himself was harmed by):

- 10 a. Failed to pay all wages due including overtime wages for all hours worked;
11 b. Failed to provide meal periods;
12 c. Failed to authorize and permit paid rest periods;
13 d. Failed to provide itemized wage statements;
14 e. Failed to keep accurate payroll records;
15 f. Conducted unfair business practices;
16 g. Failed to pay waiting time penalties;
17 h. Violated Labor Code § 1174(d);
18 i. Violated Labor Code §§ 2800 and 2802; and
19 j. Failed to pay the required minimum wage for all hours worked.

20 **DEFENDANTS**

21 13. Plaintiff is informed and believes, and thereon alleges, that, at all times herein
22 mentioned, Defendant Velocity was and is a California corporation duly organized, authorized, and
23 licensed to do business in the State of California with its primary place of business in Los Angeles
24 County. Plaintiff is also informed and believes, and thereon alleges, that, at all times herein
25 mentioned, Defendant Velocity was and is a California business duly organized, authorized, and
26 licensed to do business in the State of California with its primary place of business in Los Angeles
27 County. Defendants Velocity and DOES 1 through 100 were joint employers of Plaintiffs in that
28 they were operating as a joint enterprise and both suffered and permitted Plaintiffs to work for each

1 and both of them; controlled Plaintiffs hours and working conditions; Controlled Plaintiffs wages;
2 Defendants Velocity and DOES 1 through 100 made the decision to hire Plaintiff and had control
3 of Plaintiff s employment and therefore jointly employed Plaintiff. These Defendants and DOES
4 are collectively hereinafter referred to as "Defendants."

5 DOES 1 TO 100. INCLUSIVE

6 14. DOES 1 to 100, inclusive are not, and/or at all times mentioned in this Complaint
7 were doing business in the State of California.

8 15. Plaintiffs do not know the true names or capacities, whether individual, partner or
9 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such
10 fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

11 16. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
12 capacities as soon as they are ascertained.

13 ALL DEFENDANTS

14 17. Defendants, and each of them, are now and/or at all times mentioned in this
15 Complaint were in some manner legally responsible for the events, happenings and circumstances
16 alleged in this Complaint.

17 18. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
18 wrongs, complaint, injuries and/or damages alleged in the Complaint.

19 19. Defendants, and each of them, are now and/or at all times mentioned in this
20 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice
21 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
22 mentioned in this Complaint were acting within the course and scope of that agency, servitude
23 and/or employment.

24 20. Defendants, and each of them, are now and/or at all times mentioned in this
25 Complaint were members of and/or engaged in a joint venture, partnership and common enterprise,
26 and were acting within the course and scope of, and in pursuance of said joint venture, partnership
27 and common enterprise.

1 21. Defendants, and each of them, at all times mentioned in this Complaint concurred
2 and contributed to the various acts and omissions of each and every one of the other Defendants in
3 proximately causing complaint, injuries and/or damages alleged in this Complaint.

4 22. Defendants, and each of them, at all times mentioned in this Complaint approved of,
5 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
6 Complaint.

7 23. Defendants, and each of them, at all times mentioned in this Complaint aided and
8 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
9 causing the damages alleged in this Complaint.

10 **III. JURISDICTION AND VENUE**

11 24. The California Superior Court has jurisdiction in this matter due to Defendants'
12 violations of Labor Code §201 et seq, Labor Code §500 et seq., Labor Code § 1194. Business &
13 Professions Code §17200 et seq., the IWC Wage Order(s) and related common law principles.

14 25. The California Superior Court also has jurisdiction in this matter because both the
15 individual and aggregate monetary damages and restitution sought herein exceed the minimal
16 jurisdictional limits of the Superior court and will be established at trial according to proof.

17 26. The California Superior Court also has jurisdiction in this matter because the
18 individual claims of the members of the Classes herein are under the seventy-five thousand
19 (\$75,000) jurisdictional threshold for Federal Court and the aggregate claim is under five million
20 dollars (\$5,000,000) threshold of the Class Action Fairness Act of 2005 ("CAFA"). Further, there
21 is no federal question at issue, as the issues herein are based solely on California statutes and law,
22 including the Labor Code, IWC Wage Order(s), CCP, and Business & Profession Code. The
23 present action is also exempt from CAFA because this matter is a local controversy within the
24 meaning of CAFA as follows: 1) More than two thirds of the putative class members are residents
25 of California 2) the principal injuries resulting from defendant's conduct occurred in California 3)
26 no class action asserting similar factual allegations has been filed against any defendant in the
27 preceding three years and 4) at least one defendant is a citizen of California and significant relief is
28 sought from that defendant and that defendant's conduct is a significant basis for the claims.

27. Venue is proper in Los Angeles County pursuant to CCP §395(a) and CCP §395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV. CLASS ALLEGATIONS

28. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.

29. Plaintiffs bring this suit as a class action pursuant to CCP § 382, on behalf of individuals who are entitled to the monies unlawfully withheld by Defendants.

30. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

a. All of Defendants' California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, *supra*) to whom Defendants failed to pay overtime wages (hereinafter, the "Overtime Class");

b. All of Defendants' California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, *supra*) to whom Defendants failed to provide the legally requisite meal periods (hereinafter, the "Meal Period Class");

c. All of Defendants' California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, *supra*) to whom Defendants' failed to provide the legally requisite rest periods (hereinafter, the "Rest Period Class");

d. All of Defendants' California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, *supra*) to whom Defendants' failed to provide legally requisite itemized wage statements in Violation of Labor Code § 226 (hereinafter, the "LC 226 Class");

1 e. All of Defendants' California-based non-exempt, hourly paid current and
2 former employees, employed during the relevant time period (as defined, supra) to whom
3 Defendants' failed to keep accurate payroll records (hereinafter, the "Payroll Records
4 Class");

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6 f. All of Defendants' California-based non-exempt, hourly paid current and
7 former employees, employed during the relevant time period (as defined supra) to whom
8 Defendants' have engaged in unlawful, unfair and/or fraudulent business acts or practices
9 prohibited by B & PC Section 17200 (hereinafter, the "17200 Class");

10 g. All of Defendants' California-based non-exempt, hourly paid current and
11 former employees, employed during the relevant time period (as defined, supra) to whom
12 Defendants' willfully failed to pay and all waiting time penalties (hereinafter, the "Waiting
13 Time Class").

14 h. All of Defendants' California-based non-exempt, hourly paid current and
15 former employees, employed during the relevant time period (as defined, supra) to whom
16 Defendants' willfully failed to pay all wages in violation of Labor Code § 1174(d)
17 (hereinafter, the "LC 1174(d) Class").

18 i. All of Defendants' California-based non-exempt, hourly paid current and
19 former employees, employed during the relevant time period (as defined, supra) to whom
20 Defendants' willfully failed to pay all wages in violation of Labor Code §§ 2800 and 2802
21 Class (hereinafter, the "LC 2800 and 2802 Class"); and

22 j. All of Defendants' California-based non-exempt, hourly-paid current and
23 former employees, employed during the relevant time period to whom Defendants failed to
24 pay the required minimum wage (hereinafter, the "Minimum Wage Class").

25 31. The Overtime Class, Meal Period Class, Rest Period Class, LC 226 Class, Payroll
26 Records Class, 17200 Class, the Waiting Time Class, the LC 1174(d) Class, the LC 2800 and 2802
27 Class, and Minimum Wage Class are hereinafter collectively referred to as the "Classes."
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1 32. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
2 necessary to amend the definition of the Classes. In any event, Plaintiffs will formally define and
3 designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

4 33. Numerosity (CCP §382):

5 a. The potential quantity of members of the Classes as defined is so numerous
6 that joinder of all members is unfeasible and impractical.

7 b. The disposition of the claims of the members of the Classes through this
8 class action will benefit both the parties and this Court.

9 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
10 however, it is estimated that the membership of the Classes numbers greater than 50
11 individuals.

12 d. The quantity and identity of such members is readily ascertainable via
13 inspection of Defendants' records.

14 34. Superiority (CCP §382): The nature of this action and the nature of the laws
15 available to Plaintiffs makes the use of the class action format particularly efficient and the
16 appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

17 a. California has a public policy which encourages the use of the class action
18 device;

19 b. By establishing a technique whereby, the claims of many individuals can be
20 resolved at the same time, the class suit both eliminate the possibility of repetitious
21 litigation and provides small claimants with a method of obtaining redress for claims which
22 would otherwise may be too small to warrant individual litigation;

23 c. This case involves large corporate Defendants and a large number of
24 individual Class Members with many relatively small claims and common issues of law and
25 fact;

26 d. If each individual member of the Classes was required to file an individual
27 lawsuit, the large corporate Defendants would necessarily gain an advantage because
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1 Defendants would be able to exploit and overwhelm the limited resources of each
2 individual member of the Classes with Defendants superior financial and legal resources;

3 e. Requiring each individual member of the Classes to pursue an individual
4 remedy would also discourage the assertion of lawful claims by the members of the Classes
5 who would be disinclined to pursue an action against Defendants because of an applicable
6 and justifiable fear of retaliation and permanent damage to their lives, careers and well-
7 being;

8 f. Proof of a common business practice or factual pattern, of which the
9 members of the Classes experienced, is representative of the Classes herein and will
10 establish the rights of each of the members of the Classes to recover on the causes of action
11 alleged herein;

12 g. Absent class treatment, the prosecution of separate actions by the individual
13 members of the Classes, even if possible, would likely create:

14 i. a substantial risk of each individual plaintiff presenting in separate,
15 duplicative proceedings the same or essentially similar arguments and evidence,
16 including expert testimony;

17 ii. a multiplicity of trial conducted at enormous expense to both the
18 judicial system and the litigants;

19 iii. inconsistent or varying verdicts or adjudications with respect to the
20 individual members of the Classes against Defendants;

21 iv. potentially incompatible standards of conduct for Defendants; and

22 v. potentially incompatible legal determinations with respect to
23 individual members of the Classes which would, as a practical matter, be dispositive
24 of the interest of the other members of the Classes who are not parties to the
25 adjudications or which would substantially impair or impede the ability of the
26 members of the Classes to protect their interests.

1 h. The claims of the individual members of the Classes are not sufficiently
2 large to warrant vigorous individual prosecution considering all of the concomitant costs
3 and expenses attendant thereto;

4 i. Courts seeking to preserve efficiency and other benefits of class actions
5 routinely fashion methods to manage any individual questions; and

6 j. The Supreme Court of California urges trial courts, which have an obligation
7 to consider the use of innovative procedural tools to certify a manageable class, to be
8 procedurally innovative in managing class actions.

9 35. Well-defined Community of Interest: Plaintiffs also meet the established standards
10 for class certification (see, e.g. Lockheed Martin Corp, V, Superior Court (2003) 29 Cal. 4th 1096),
11 as follows:

12 a. Typicality: The claims of Plaintiff Smith are typical of the claims of all
13 members of the Classes Plaintiff seeks to represent because all members of the Classes
14 sustained injuries and damages arising out of Defendants' common course of conduct in
15 violation of law and the injuries and damages of all members of the Classes were caused by
16 Defendants' wrongful conduct in violation of law, as alleged herein.

17 b. Adequacy: Plaintiff Smith:

18 i. is an adequate representative of the Classes Plaintiff is seeking to
19 represent;

20 ii. will fairly protect the interests of the members of the Classes;

21 iii. has no interests antagonistic to the members of the Classes; and

22 iv. will vigorously pursue this suit via attorneys who are competent,
23 skilled and experienced in litigating matters of this type.

24 c. Predominate Common Questions of Law or Fact: There are common
25 questions of law and/or fact as to the members of the Classes which predominate over
26 questions affecting only individual members of the Classes, including with limitation:
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1 i. whether Defendants failed to pay the legal and appropriate overtime
2 compensation to the members of the Overtime Class in violation of the Labor Code
3 and the IWC Wage Order(s);

4 ii. whether Defendants failed to pay the legal and appropriate minimum
5 wage to the members of the Minimum Wage Class in violation of the Labor Code
6 and the IWC Wage Order(s);

7 iii. whether Defendants failed and continue to failed to provide meal
8 periods to the members of the Meal Period Class in violation of the Labor Code and
9 the IWC Wage Orders;

10 iv. whether Defendants failed and continue to fail to authorize and
11 permit paid rest periods to the members of the Rest Period Class in violation of the
12 Labor Code and section 12 of the IWC Wage Orders;

13 v. whether Defendants are liable pursuant to Labor Code §203;

14 vi. whether Defendants conduct conducts unfair competition within the
15 meaning of B & PC §17200 et seq.;

16 vii. whether Defendants' conduct constitutes unfair business practices
17 within the meaning of B & PC § 17200, et seq.;

18 viii. whether the members of the Classes are entitled to compensatory
19 damages, and if so, the means of measuring such damages;

20 ix. whether the members of the Classes are entitled to injunctive relief;

21 x. whether the members of the Classes are entitled to restitution;

22 xi. whether Defendants are liable for attorneys' fees and costs; and

23 xii. whether each member of the Classes might be required to ultimately
24 justify an individual claim does not preclude maintenance of a class action (see,
25 Collins v. Rocha (1972) 7 Cal. 3d 232, 238).

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1 **V. PAGA ALLEGATIONS**

2 36. At all relevant times set forth herein, PAGA was applicable to Plaintiff's
3 employment by Defendants.

4 37. At all times set forth herein, PAGA provides for a civil penalty, including unpaid
5 wages and premium wages, to be assessed and collected by the Labor and Workforce Development
6 Agency ("LWDA") for violations of the California Labor Code, which may be alternatively
7 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
8 current or former employees pursuant to procedures set forth under California Labor Code section
9 2699.3.

10 38. Plaintiff was employed by Defendants and the alleged violations were committed
11 against him during his time of employment and he is, therefore, an aggrieved employee, as defined
12 by California Labor Code section 2699(c). Specifically, he is a former employee of Defendants,
13 and one or more of the alleged violations were committed against him.

14 39. Pursuant to Labor Code sections 2699.3 and 2699.5, on April 20, 2020, Plaintiff
15 served, via Certified Mail, the LWDA and his former employers, a written notice of the specific
16 provisions of the California Labor Code that Defendants violated, including facts and theories
17 supporting the alleged violations. The LWDA neither provided notice to the employer or Plaintiff
18 of its intention to investigate Defendants' alleged violations, nor did the LWDA provide such a
19 notice within the requisite sixty-five (65) calendar days of the postmark date of Plaintiff's Notice.
20 The administrative prerequisites under California Labor Code section 2699.3(a) to recover civil
21 penalties against Defendants, in addition to other remedies, for violations of California Labor Code
22 sections 201, 202, 203, 204, 206, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
23 2800 and 2802 have been satisfied. As such, Plaintiff may commence a civil action pursuant to
24 California Labor Code section 2699 to recover civil penalties.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY STRAIGHT AND OVERTIME COMPENSATION IN VIOLATION OF**
4 **LABOR CODE §§ 223, 510, 558, 1194, 1198, and 1199**

5 (On Behalf of the Overtime Class)

6 (Against All Defendants)

7 40. Plaintiffs incorporate by reference and reallege each and every one of the allegations
8 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

9 41. Labor Code §204 establishes the fundamental right of all employees in the State of
10 California to be paid wages, including straight time and overtime, in a timely fashion for their
11 work.

12 42. Labor Code §510(a) states in pertinent part: "Any work in excess of eight hours in
13 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
14 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
15 less than one and one-half times the regular rate of pay for an employee."

16 43. Labor Code §510 (a) further provides that "Any work in excess of 12 hours in one
17 day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

18 44. Pursuant to Labor Code § 1198, it is unlawful to employ person for longer than the
19 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
20 Order(s).

21 45. Defendants, as a matter of established company policy and procedure, at each and
22 every one of the individual facilities owned and/or operated by Defendants, consistently:

23 a. Administered a uniform company policy and practice regarding the payment
24 of wage to the member of the Overtime Class;

25 b. Scheduled to work and in fact required the members of the Overtime Class
26 to work in excess of eight (8) hours per workday and/or in excess of forty (40) hours per
27 workweek without paying overtime compensation for all such excess hours worked by
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1 requiring the Overtime Class to remain under Defendant's control without paying them
2 therefore which resulted in;

3 c. Failure to pay members of the Overtime Class overtime compensation for
4 work in excess of eight (8) hours per day and/or forty (40) hours per week;

5 d. Failure to pay members of the Overtime Class overtime compensation for
6 work in excess of twelve (12) hours per day;

7 e. Failure to pay members of the Overtime Class overtime compensation for
8 the first eight hours worked on the seventh day of work in any one workweek;

9 f. Did not employ the members of the Overtime Class using: i) an alternative
10 workweek schedule pursuant to Labor Code §511; and did not employ the members of the
11 Overtime Class using ii) an alternative workweek schedule adopted pursuant to a collective
12 bargaining agreement.

13 g. Required that the members of the Overtime Class to spend more than fifty
14 percent (50%) of their work performing non-exempt tasks; and

15 h. Disseminated incorrect information throughout Defendant's facilities and
16 amongst Defendants' employees reciting that, under Defendants' labor policies and
17 practices and under California law, the members of the Overtime Class were not entitled to
18 overtime compensation.

19 46. Defendants' pattern, practice and uniform administration of corporate policy
20 regarding illegal employee compensation as described herein is unlawful and creates as
21 entitlement, pursuant to Labor Code §218 and §1194(a), to recovery by the members of the
22 Overtime Classes, in a civil action, for the unpaid balance of the full amount of the overtime wages
23 owing, including interest thereon, reasonable attorneys' fees, and costs of suit.

24 47. That calculation of individual damages for the members of the Wage Class may at
25 some point be required does not foreclose the possibility of taking common evidence on questions
26 regarding their entitlement to overtime compensation (see, e.g. Collins v. Rocha (1972) 7 Cal. 3d
27 232; Hypolite v. Carleson (1975) 52 Cal. App. 3d 566; Employment Development Dent, v.
28 Superior Court (1981) 30 Cal. 3d 256.

1 48. Pursuant to Labor Code § 1194(a) and Civil Code §3287, the members of the
2 Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

3 49. Pursuant to Labor Code § 1194, the members of the Overtime Class request that the
4 Court award reasonable attorneys' fees and costs incurred by them in this action.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7,**

7 **512, 516, 558, and IWC Wage Orders**

8 (On Behalf of the Meal Periods Class)

9 (Against All Defendants)

10 50. Plaintiffs incorporate by reference and reallege each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

12 51. Labor Code §226.7(a) provides that "No employer shall require any employee to
13 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
14 Commission."

15 52. Labor Code §512 provides that "An employer may not employ an employee for a
16 work period of more than five hours per day without providing the employee with a meal period of
17 not less than 30 minutes, except that if the total work period per day of the employee is no more
18 than six hours, the meal period may be waived by mutual consent of both the employer and
19 employee".

20 53. Labor Code §512 further provides that "An employer may not employ an employee
21 for a work period of more than 10 hours per day without providing the employee with a second
22 meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
23 hours, the second meal period may be waived by mutual consent of the employer and the employer
24 only if the first meal period was not waived."

25 54. Labor Code §516 provides that the Industrial Welfare Commission may adopt or
26 amend working condition orders with respect to meal periods for any workers in California
27 consistent with the heal and welfare of those workers.

1 55. Section 11(A) of the IWC Wage Order(s) provides that "Unless the employee is
2 relieved of all duty during a 30 minutes meal period, the meal period shall be considered an "on
3 duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only
4 when the nature of the work prevents an employee from being relieved of all duty and when by
5 written agreement between the parties an on-the-job paid meal period is agreed to. The written
6 agreement shall state that the employee may, in writing, revoke the agreement at any time."

7 56. Section 11(B) of the IWC Wage Orders(s) provides that "if an employer fails to
8 provide an employee a meal period in accordance with the applicable provision of this order, the
9 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
10 compensation for each workday that the meal period is not provided."

11 57. The members of the Meal Period Class consistently worker over five (5) hours per
12 shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
13 exceeding five (5) hours of employment.

14 58. Further, some members of the Meal Period Class consistently worked over ten (10)
15 hours per shift and therefore were entitled to a second meal period of not less than 30 minutes.

16 59. The members of the Meal Period Class did not validly or legally wavier their meal
17 periods, by mutual consent with Defendants or otherwise.

18 60. The members of the Meal Period Class did not enter into any written agreement
19 with Defendants agreeing to an on-the-job paid meal period.

20 61. As a matter of Defendants' established company policy, Defendant failed to comply
21 with the meal period requirements established by Labor Code §226.7, Labor Code §512, Labor
22 Code §516 and Section 11 of the IWC Wage Order(s).

23 62. Pursuant to Section 11(B) of the IWC Wages Order(s) and Labor Code §226.7(b)
24 which states "if an employer fails to provide an employee a meal or rest period in accordance with
25 an applicable order of the industrial Welfare Commission, the employer shall pay the employee
26 one additional hour of pay at the employee's regular rate of compensation for each work day that
27 the meal or rest period is not provided," the member of the Meal Period Class are entitled to
28

1 damages in an amount equal to one(1) additional hours of pay at each employee's regular rate of
2 compensation for each work day that the meal period was not provided.

3 63. Pursuant to Civil Code §3287, the members of the Meal Period Class seek recovery
4 of pre-judgment interest on all amounts recovered herein.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE AND PERMIT PAID REST PERIODS**

7 (On Behalf of the Rest Period Class)

8 (Against All Defendants)

9 64. Plaintiffs incorporate by reference and reallege each and every one of the allegations
10 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

11 65. Labor Code §226.7(a) states: "No employer shall require any employee to work
12 during any meal or rest period mandated by an applicable order of the Industrial Welfare
13 Commission."

14 66. Labor Code §516 provides that the Industrial Welfare commission may adopt or
15 amend working conditions orders with respect to break periods for any workers in California
16 consistent with the health and welfare of those workers.

17 67. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize
18 and permit all employee to take rest periods, which insofar as practicable shall be in the middle of
19 each work period. The authorized rest period time shall be based on the total hours worked daily at
20 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a
21 rest period need not be authorized for employees whose total daily work time is less than three and
22 one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there
23 shall be no deduction from wages."

24 68. Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an
25 employee a rest period in accordance with the applicable provisions of this order, the employer
26 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
27 workday that the rest period is not provided."

1 69. The members of the Rest Period Class consistently worked over four (4) hours per
2 shift and therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding
3 four (4) hours of employment.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS & TO MAINTAIN**
6 **ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR CODE § 226, 558,**
7 **1174(d), 1198.5**

8 (On Behalf of the LC 226 Class & Payroll Records Class)

9 (Against All Defendants)

10 70. Plaintiff incorporates by reference and realleges each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
12 forth herein.

13 71. At all times relevant during the liability period, Plaintiffs were employees of
14 Defendants covered by Labor Code sections 226, 558, 1174(d), 1198.5, and the Wage Orders.

15 72. Section 226(a) of the California Labor Code requires Defendants to provide
16 itemized wage statements at the time of payment of wages which include but are not limited to the
17 following: gross wages earned; the correct total hours worked by the employee; the correct net
18 wages earned; the inclusive dates of the period for which the employee is paid; the name and
19 address of the correct legal entity that is the employer; and all applicable hourly rates in effect
20 during the pay period and the corresponding number of hours worked at each hourly rate by the
21 employee.

22 73. Pursuant to Labor Code section 226, Defendants were required to furnish each of its
23 employees with an accurate itemized statement reflecting, inter alia, total number of hours worked
24 and wages earned. Defendants were also required to keep an accurate record of the beginning and
25 end of all work periods for its employees, including off-duty meal periods.

26 74. Representative Plaintiff is informed, believes, and thereon alleges, that at all times
27 relevant during the liability period, Defendants maintained a policy or practice of utilizing an
28 "auto-deduct" system whereby thirty (30) minutes were automatically deducted from the hours

1 worked by Representative Plaintiff and the putative class members on a daily basis, whether or not
2 a 30 minute off-duty meal period was actually provided or taken.

3 75. Defendants also did not record and pay the time that its employees spent under its
4 control as the company utilized improper rounding policies and practices which resulted in the
5 under payment of wages to Representative Plaintiff and the putative class members.

6 76. As a result of Defendants' unlawful conduct, Representative Plaintiff and the
7 putative class members have suffered damages in an amount subject to proof. The precise amount
8 of unpaid wages is not presently known to Representative Plaintiff but can be determined directly
9 from Defendants' records or indirectly based on information from Defendants' records.

10 Plaintiff contends that he and the LC 226 Class Members have been injured by Defendants' failure
11 to provide all of the requisite information on its itemized wage statements in that such failure, inter
12 alia: (1) masks possible and actual underpayments to Defendants' employees; (2) make it difficult
13 for Defendants' employees to verify that they have in fact been paid the proper amounts owing for
14 all hours worked; and (3) makes it difficult for Plaintiff to identify his true employer for purposes
15 of this litigation. Said conduct was done knowingly and intentionally since Defendants are aware
16 of California law, and with the design to harm Plaintiff and the LC 226 Class Members.

17 **FIFTH CAUSE OF ACTION**

18 **UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF**

19 **BUS. & PROF. CODE § 17200, ET SEQ.**

20 (On Behalf of the 17200 Class)

21 (Against All Defendants)

22 77. Plaintiffs incorporate by reference and reallege each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 78. B&PC § 17200 provides in pertinent part "...[U]nfair competition shall mean and
25 include any unlawful, unfair or fraudulent business act..."

26 79. B&PC § 17205 provides that unless otherwise expressly provided, the remedies or
27 penalties provided for unfair competition "are cumulative to each other and to the remedies or
28 penalties available under all other laws of this state."

1 80. B&PC § 17204 provides that an action for any relief from unfair competition may
2 be prosecuted by any person who has suffered injury in fact and has lost money or property as a
3 result of such unfair competition.

4 81. Defendants have engaged in unlawful, unfair and fraudulent business acts or
5 practices prohibited by B&PC § 17200, including those set forth in the preceding and foregoing
6 paragraphs of the complaint, thereby depriving Plaintiffs and all others similarly situated of the
7 minimum working standards and conditions due to them under the Labor Code and/or the IWC
8 Wage Orders, as specifically described herein.

9 82. Defendants have engaged in unfair business practices in California by practicing,
10 employing and utilizing the employment practices outlined in the preceding paragraphs,
11 specifically, by requiring employees to perform the labor services complained of herein without the
12 requisite compensation.

13 83. Defendants' use of such practices constitutes an unfair business practice, unfair
14 competition and provides an unfair advantage over Defendants' competitors.

15 84. Plaintiffs have suffered injury in fact and have lost money or property as a result of
16 such unfair competition.

17 85. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
18 restore any and all monies withheld, acquired and/or converted by Defendants by means of the
19 unfair practices complained of herein.

20 86. Further, if Defendants are not enjoined set forth, above, Defendants will continue to
21 practice, employ and utilize the employment practices outlined in the preceding paragraphs.

22 87. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
23 injunction prohibiting Defendants from engaging in the foregoing conduct.

24 88. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
25 monetary relief sought from Defendants.

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SIXTH CAUSE OF ACTION
FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF
LABOR CODE §§ 201, 202, 203, and 558

(On Behalf of the Waiting Time Class)

(Against All Defendants)

89. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

90. California Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 work days.

91. Defendants willfully failed and refused to timely pay all , overtime, and off the clock compensation to Representative Plaintiff and the putative class members whose employment terminated. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, according to amendment or proof.

92. Defendants willfully failed to pay the members of the Waiting Time Class their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter.

93. Defendants' willful failure to pay wages to the members of the Waiting Time Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the LC 203 Class, but Defendants failed to pay them.

94. As a result, Defendants are liable to Representative Plaintiff and the putative class members for waiting time penalties, together with interest thereon and attorneys' fees and costs, under Labor Code section 203.

95. As a result of Defendants' unlawful conduct, Representative Plaintiff and putative class members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages is not presently known to

1 Representative Plaintiff but can be determined directly from Defendants' records or indirectly
2 based on information from Defendants' records.

3 96. Pursuant to Labor Code sections 218.5 and 218.6, Representative Plaintiff and the
4 putative class members are entitled to recover the full amount of their unpaid wages, interest
5 thereon, reasonable attorneys' fees and costs of suit.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR**

8 **CODE § 1174(d)**

9 (On Behalf of the LC 1174(d) Class)

10 (Against All Defendants)

11 101. Plaintiffs incorporate by reference and reallege each and every one of the allegations
12 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

13 102. Defendants have intentionally and willfully failed to keep accurate and complete
14 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class
15 members.

16 103. As a result of Defendants' violation of California Labor Code section 1174(d),
17 Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
18 rights.

19 104. More specifically, Plaintiff and the other class members have been injured by
20 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
21 they were denied both their legal right and protected interest, in having available, accurate and
22 complete payroll records pursuant to California Labor Code section 1174(d).

23 **EIGHTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF LABOR CODE**

25 **§§ 2800 and 2802**

26 (On Behalf of the LC 2800 and 2802 Class)

27 (Against All Defendants)

105. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

106. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

107. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including but not limited to expenses incurred for mileage and cellular phone use. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(On Behalf of the Minimum Wage Class)

(Against All Defendants)

108. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

109. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

110. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

111. California Code of Regulations Title 8, § 11000(s) and the IWC Wage Orders §4(A) state: "Every employer shall pay to each employee... wages not less than eight dollars (\$8.00) per hour for all hours worked, effective January 1, 2008... and not less than nine dollars (\$9.00) per hour for all hours worked, effective July 1, 2014... and not less than ten dollars (\$10.00) per hour for all hours worked, effective January 2016.

112. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants which resulted in the

1 members of the Minimum Wage Class earning less than the legal minimum wage in the State of
2 California.

3 113. Defendants' pattern and practice in uniform administration of corporate policy
4 regarding Defendants' failure to pay the legal minimum wage to the members of the Minimum
5 Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §
6 1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid
7 balance of the full amount of the unpaid minimum wages owed, calculated as the difference
8 between the straight time compensation paid and the applicable minimum wage, including interest
9 thereon.

10 114. Pursuant to Labor Code § 1194.2(a) (which provides that in any action under Labor
11 Code §1194, an employee shall be entitled to recover liquidated damages, the members of the
12 Minimum Wage Class seek recovery of liquidated damages on the straight-time portion of
13 uncompensated hours of work (not including the overtime portion thereof) in an amount equal to
14 the wages unlawfully unpaid and interest thereon.

15 115. Pursuant to Labor Code §218.6, Labor Code § 1194(a) and CC §3287, the members
16 of the Minimum Wage Class seek recover of pre-judgment interest on all amount recovered herein.

17 116. Pursuant to Labor Code § 1194(a), the members of the Minimum Wage Class
18 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

19 **TENTH CAUSE OF ACTION**

20 **(Penalties Pursuant to California Labor Code §§ 2698, et seq.)**

21 **(On Behalf of All Aggrieved Employees)**

22 **(Against All Defendants)**

23 117. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs
24 as though fully set forth herein.

25 118. PAGA establishes that any provision of the California Labor Code which provides
26 for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
27 commissions, boards, agencies or employees for a violation of the California Labor Code, may be
28 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself,

1 and other current or former employees.

2 119. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
3 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
4 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
5 penalty.

6 120. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved
7 employees" within the meaning of California Labor Code section 2699(c) as they are all current or
8 former employees of Defendants, and one or more of the alleged violations was committed against
9 them.

10 **Failure to Pay Overtime**

11 121. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
12 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
13 prohibited by California Labor Code sections 510 and 1198.

14 **Failure to Provide Meal Periods**

15 122. Defendants' failure to provide legally required meal periods to Plaintiff and the
16 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
17 activity prohibited by California Labor Code sections 226.7 and 512(a).

18 **Failure to Provide Rest Periods**

19 123. Defendants' failure to provide legally required rest periods to Plaintiff and the other
20 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
21 prohibited by California Labor Code section 226.7.

22 **Failure to Pay Minimum Wages**

23 124. Defendants' failure to pay legally required minimum wages to Plaintiff and the
24 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
25 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

26 **Failure to Timely Pay Wages Upon Termination**

27 125. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
28 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes

1 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

2 **Failure to Timely Pay Wages During Employment**

3 126. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
4 employees during employment in accordance with Labor Code section 204 constitutes unlawful
5 and/or unfair activity prohibited by California Labor Code section 204.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 127. Defendants' failure to provide complete and accurate wage statements to Plaintiff
8 and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes
9 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

10 **Failure to Keep Complete and Accurate Payroll Records**

11 128. Defendants' failure to keep complete and accurate payroll records relating to
12 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
13 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
14 1174(d).

15 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

16 129. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
17 necessary business-related expenses and costs in accordance with California Labor Code sections
18 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
19 sections 2800 and 2802.

20 130. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
21 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
22 them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
23 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
24 penalties against Defendants, and each of them, including but not limited to:

25 a. Penalties under California Labor Code section 2699 in the amount of a hundred
26 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
27 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

28 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the

1 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation,
2 and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent
3 violation;

4 c. Penalties under California Labor Code section 210 in addition to, and entirely
5 independent and apart from, any other penalty provided in the California Labor Code in the amount
6 of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,
7 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
8 violation; and

9 d. Any and all additional penalties and sums as provided by the California Labor Code
10 and/or other statutes.

11 131. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
12 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
13 Workforce Development Agency for the enforcement of labor laws and education of employers
14 and employees about their rights and responsibilities and twenty-five percent (25%) to the
15 aggrieved employees.

16 132. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
17 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute

18 133. THEREFORE, Representative Plaintiff and the individuals he seeks to represent
19 request relief as described below:

20 **PRAYER**

21 1. That his action be certified as a class action, that Plaintiff be appointed as the
22 representative of the Class, and that counsel for Plaintiff be appointed as Class Counsel.

23 2. For compensatory damages in a sum according to proof;

24 3. For wages pursuant to the California Labor Code;

25 4. For damages and/or penalties, an award of costs and reasonable attorney's fees
26 pursuant to the California Labor Code;

27 5. For penalties pursuant to the California Labor Code;

1 6. That Defendants be found to have engaged in unfair competition in violation of
2 California Business and Professions Code section 17200, *et seq.*;

3 7. That Defendants be ordered and enjoined to make restitution to Representative
4 Plaintiff due to their unfair competition, pursuant to California Business and Professions Code
5 sections 17203 and 17204;

6 8. That Defendants further be enjoined to cease and desist from unfair competition in
7 violation of California Business and Professions Code section 17200, *et seq.*;

8 9. For prejudgment interest pursuant to California Civil Code section 3287 and/or
9 section 3288;

10 10. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections
11 218.5, 218.6, 1194(a) and Code of Civil Procedure section 1021.5;

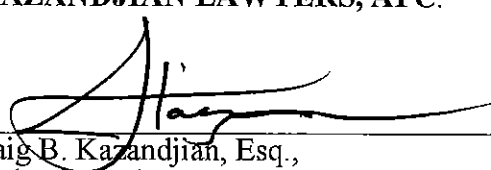
12 11. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
13 (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections
14 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;
15 and

16 12. For such other and further relief as the Court deems just and proper.

17 Dated: July 14, 2019

HAIG B. KAZANDJIAN LAWYERS, APC.

18
19 By:


Haig B. Kazandjian, Esq.,
Cathy Gonzalez, Esq.,
Attorneys for Representative Plaintiff
Corey Smith

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Dated: July 14, 2019

By:

Haig B. Kazandjian, Esq.,
Cathy Gonzalez, Esq.,
Attorneys for Representative Plaintiff
Corey Smith

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On July 14, 2020, I served the foregoing document(s) described as:

FIRST AMENDED CLASS ACTION COMPLAINT

by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

EPSTEIN BECKER & GREEN P.C.

Jonathan M. Brenner, Esq. (jbrenner@ebglaw.com)

Kevin D. Sullivan, Esq. (ksullivan@ebglaw.com)

Jonathan Assia, Esq. (jassia@ebglaw.com)

1925 Century Park East, Suite 500

Los Angeles, CA 90067

T: (310) 556-8861

F: (310) 552-2165

Attorneys' for Defendant, Velocity Aerospace Group, Inc.

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from melisaf@hbklawyers.com to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

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

Executed on July 14, 2020, at Los Angeles, California.

/s/ Melisa Flores
Melisa Flores

PROOF OF SERVICE