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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 23 2020

BY ARADELSI RIZO, DEPUTY

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

ULISSES LOPEZ, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

GOOD-WEST RUBBER CORP., a California
corporation; GOODWEST RUBBER
LININGS INCORPORATED, a California
corporation; and DOES 1 through 100,
Defendants.

Case No.: CIV082011219

**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, 1198);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 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 Ulisses Lopez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Class Action Complaint (“Complaint”) against Good-West Rubber Corp., a
3 corporation; Goodwest Rubber Linings Incorporated, a California Corporation; and DOES 1 to
4 100, inclusive (collectively, “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

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

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in San
16 Bernardino County. Defendants own, maintain offices, transact business, have an agent or agents
17 within San Bernardino County, and/or otherwise are found within San Bernardino County, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was and is employed by Defendants as a
23 non-exempt employee. Plaintiff is a victim of Defendants’ policies and/or practices complained
24 of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor
25 Code §§ 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*
26 (“PAGA”), and Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
27 Wage Order 1, which sets employment standards for the manufacturing industry.

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1 4. Plaintiff is informed and believes, and based thereon alleges, that within the statute
2 of limitations for each cause of action pled herein and continuing to the present, Defendants did
3 (and continue to do) business by manufacturing various rubber products including but not limited
4 to, molding, extrusion, rubber sheeting, and roll covers and employs Plaintiff and other, similarly-
5 situated non-exempt employees within San Bernardino County and the state of California and,
6 therefore, were (and are) doing business in San Bernardino County and the State of California.

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

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

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

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

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10. During Plaintiff's employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Plaintiff clocked in and out for his shifts by using a hand scanner and entering his employee ID number into a machine; however, although Defendants recorded employees' hours worked to the minute, Defendants only paid Plaintiff and other non-exempt employees in quarter-hour increments. Defendant's rounding and/or shaving of time entries was not even-handed over time, and has resulted in Plaintiff and other non-exempt employees being deprived of all earned wages, including minimum wages for all hours worked, and overtime wages on those occasions when they worked over eight hours in a workday and/or forty hours in a workweek.

12. Defendants' meal period policies/practices fail to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they fail to provide Plaintiff

1 and other non-exempt employees with a timely, 30-minute meal period commencing before the
2 end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours.
3 Specifically, Plaintiff's and other non-exempt employees' meal periods are regularly "late" (i.e.,
4 starting after the completion of the fifth hour of work). For example, Plaintiff and other non-
5 exempt employees often begin work at approximately 5:00 a.m., but are not provided a meal
6 period until well after 10:00 a.m. In addition, Plaintiff was often unable to take a full 30-minute
7 meal period, as evidenced by his timekeeping records. Further, Defendants' meal period
8 policies/practices failed to provide Plaintiff and other non-exempt employees with a second 30-
9 minute meal period on occasions where they worked over 10.0 hours in a workday. Defendants
10 have failed to compensate Plaintiff with the required meal period premium for each workday in
11 which he experienced 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 payroll code for paying meal period premiums under Labor Code § 226.7.

14 13. Defendants' rest period policies/practices were also unlawful because Defendants'
15 policies/practices failed to authorize and permit Plaintiff and other non-exempt employees to take
16 a third rest period for all shifts worked over 10.0 hours. On those occasions where Plaintiff was
17 not provided with all legally compliant rest periods to which he was entitled, Defendants failed
18 to compensate Plaintiff with the required rest period premium for each workday in which he
19 experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and
20 belief, during at least a portion of the relevant time period, Defendants maintained no payroll code
21 or other mechanism for the payment of rest period premium wages under Labor Code § 226.7 in
22 the event that a legally compliant rest period was not provided to their non-exempt employees.

23 14. Defendants have also issued inaccurate wage statements to Plaintiff and other non-
24 exempt employees because, among other things, the wage statements issued do not include all
25 overtime and minimum wages earned, all hours worked, and fail to reflect meal and rest period
26 premium wages earned for all meal and rest period violations. In addition, the wage statements
27 issued to Plaintiff and other employees did not contain the name and/or address of the legal entity
28 that is the employer, in violation of Labor Code § 226(a)(8).

1 15. On April 1, 2020, Plaintiff filed a class action lawsuit in this Court alleging the
2 First through Sixth Causes of Action alleged herein. However, Plaintiff has not received a
3 conformed copy of that original complaint. Plaintiff is therefore filing the instant Complaint and
4 has defined the classes below to incorporate the limitations period established by his original
5 lawsuit (i.e., April 1, 2016 through the present). Plaintiff also filed a lawsuit under the Labor
6 Code Private Attorneys General Act on June 9, 2020, but has also not received a conformed copy
7 of that lawsuit. Accordingly, Plaintiff has incorporated the allegations and cause of action from
8 that lawsuit in this Complaint as well.

9 **CLASS ACTION ALLEGATIONS**

10 16. **Class Definitions:** Plaintiff bring this action on behalf of himself and the
11 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 12 a. The Overtime Class consists of all of Defendants' current and former non-exempt
13 employees in California who worked more than 8 hours in a workday and/or more
14 than 40 hours in a workweek and: (i) had their timekeeping entries rounded and/or
15 (ii) had 30 minutes of time automatically deducted from their time records for a
16 purported meal period, at any time from April 1, 2016 through the present.
- 17 b. The Minimum Wage Class consists of all of Defendants' current and former non-
18 exempt employees in California who: (i) had their timekeeping entries rounded;
19 and/or (ii) had 30 minutes of time automatically deducted from their timekeeping
20 records for a purported meal period, at any time from April 1, 2016 through the
21 present.
- 22 c. The Rest Period Class consists of all Defendants' current and former non-exempt
23 employees in California who at least one shift in excess of 10.0 hours, at any time
24 from April 1, 2016 through the present.
- 25 d. The Meal Period Class consists of all Defendants' current and former non-exempt
26 employees in California who: (i) worked at least one shift in excess of 5.0 hours
27 and/or (ii) worked at least one shift in excess of 10.0 hours, at any time from April
28 1, 2016 through the present.

- e. The Wage Statement Class consists of (i) all members of the Overtime Class, Minimum Wage Class, Meal Period Class and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing of this action through the present; and/or (ii) all employees of Defendants who received a wage statement that did not contain the name and/or address of the legal entity that is the employer, at any time from April 1, 2019 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 are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment 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:

- i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class for all hours worked;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants provided meal and/or rest period premium payments for non-compliant meal and/or rest periods; and
- v. Whether Defendants furnished legally compliant wage statements to 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

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices applicable to each individual class member, such as Defendants' payment of
3 overtime and minimum wages, rest period policies/practices, and meal period policies/practices.
4 As such, common questions predominate over individual questions concerning each individual
5 class member's showing as to their eligibility for recovery or as to the amount of their damages.

6 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
7 Plaintiff was and is employed by Defendants as non-exempt employee in California during the
8 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
9 herein, Plaintiff, like the members of the Classes, was deprived of all earned overtime and
10 minimum wages, was not authorized and permitted to take all legally-compliant rest periods, was
11 not provided all required meal periods, and was not provided with accurate wage statements.

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

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

1 an individual remedy would also discourage the assertion of lawful claims by employees who
2 would be disinclined to file an action against their former and/or current employer for real and
3 justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
4 Further, the prosecution of separate actions by the individual class members, even if possible,
5 would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to
6 the individual class members against Defendants herein; and which would establish potentially
7 incompatible standards of conduct for Defendants; and/or legal determinations with respect to
8 individual class members which would, as a practical matter, be dispositive of the interest of the
9 other class members not parties to adjudications or which would substantially impair or impede
10 the ability of the class members to protect their interests. Further, the claims of the individual
11 members of the Classes are not sufficiently large to warrant vigorous individual prosecution
12 considering all of the concomitant costs and expenses attending thereto. As such, the Classes
13 identified in Paragraph 15 are maintainable under Cal. Code Civ. Proc. § 382.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

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

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

22 25. At all times relevant herein, Defendants were required to properly compensate
23 non-exempt employees, including Plaintiff and Overtime Class members, for all overtime hours
24 worked per Labor Code §§ 510 and 1194 and Wage Order 1. Wage Order 1, § 3 requires an
25 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay”
26 for work in excess of eight hours per workday and/or in excess of forty hours of work in the
27 workweek, and to pay double the employee’s regular rate of pay for work in excess of twelve
28 hours each workday and/or for work in excess of eight hours on the seventh consecutive workday

1 in a workweek. Defendants caused Plaintiff to work overtime hours, but did not pay Plaintiff or
2 Overtime Class members at the proper overtime or double-time rate of pay for such hours.

3 26. Defendants' policy/practice of requiring overtime work and not paying at the
4 proper overtime rates for said work violates California Labor Code §§ 204, 210, 216, 510, 558,
5 1194, and 1198; and Wage Order 1.

6 27. The foregoing policies/practices alleged herein are unlawful and create entitlement
7 to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
8 amount of overtime wages, including interest thereon, statutory penalties, civil penalties,
9 attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558,
10 1194, and 1198; and Code of Civil Procedure § 1021.5.

11 **SECOND CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 29. Wage Order 1, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
16 right to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code
17 §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
18 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys'
19 fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and
20 interest accrued thereon. At all relevant times, Defendants failed to conform its pay practices to
21 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
22 for all hours worked, including, but not limited to, all hours they were subject to the control of
23 Defendants and/or suffered or permitted to work under the Labor Code and Wage Order 1.

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

31. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek penalties pursuant to Wage Order 1 § 20(A) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

33. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

34. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required and legally-compliant rest periods and failed to pay rest period premium wages when rest periods were not authorized and permitted.

35. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide their California non-exempt employees, including Plaintiff and Meal Period Class members, with legally-compliant meal periods in accordance with the mandates of the Labor Code and Wage Order 1, § 11. Despite Defendants' violations,

1 Defendants did not pay an additional hour of pay to Plaintiff and Meal Period Class members at
2 their regular rates of compensation, in accordance with Labor Code §§ 204, 210, 226.7, and 512.

3 38. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
5 pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 1, and Civil Code §§
6 3287(b) and 3289.

7 **FIFTH CAUSE OF ACTION**

8 **WAGE STATEMENT VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

11 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with complete and accurate wage statements with
14 respect to their actual regular hours worked, total gross wages earned, all rates of pay, total net
15 wages earned, and the name and/or address of the legal entity that is the employer, in violation of
16 Labor Code § 226 *et seq.*

17 41. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
18 Class with complete and accurate itemized wage statements resulted in actual injury, as said
19 failures led to, among other things, the non-payment of all their overtime and minimum wages,
20 meal period premium wages, rest period premium wages, and deprived them of the information
21 necessary to identify the discrepancies in Defendants' reported data, as well as the failure to
22 identify the address of the entity that is the employer.

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

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 44. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by failing to properly pay all minimum and overtime wages, failing to provide all required
8 meal periods and authorize and permit all required rest periods, and failure to pay premium
9 payments for missed or non-compliant meal and rest periods.

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

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

19 47. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of Plaintiff's original lawsuit.

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

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1 **SEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

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

5 50. Defendants have committed Labor Code violations against Plaintiff and other
6 aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of the PAGA,
7 and acting on behalf of himself, other aggrieved employees, and the State of California, brings
8 this representative action against Defendants to recover civil penalties due to him, other aggrieved
9 employees against whom one or more of the violations has been committed, and the State of
10 California according to proof, pursuant to Labor Code § 2699, including, but not limited to: (1)
11 \$100 for each initial violation for each failure to pay each employee and \$200 for each subsequent
12 violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay
13 each employee, plus 25% of the amount unlawfully withheld; (2) \$50 for each initial violation
14 and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
15 period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
16 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000
17 for each subsequent violation of Labor Code § 226, pursuant to Labor Code § 226.3 per employee
18 per pay period; and/or (5) \$100 for each initial violation and \$200 for each subsequent violation
19 per employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

- 21 a. Failing to compensate Plaintiff and other aggrieved employees all overtime wages
22 earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 23 b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
24 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2,
25 1197, and 1198;
- 26 c. Failing to authorize and permit all legally required rest periods, and failing to pay
27 rest period premiums, to Plaintiff and other aggrieved employees in violation of
28 Labor Code §§ 226.7, 516, 558, and 1198;

- d. Failing to provide all legally required meal periods, and failing to pay meal period premium pay, to Plaintiff and other aggrieved employees in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay all final wages to aggrieved former employees, in violation of Labor Code §§ 201-203;
- g. 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
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

51. On or about April 3, 2020, Plaintiff notified Defendants via certified mail, and 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 the PAGA with respect to violations of the California Labor Code identified in Paragraph 50 (a)-(h) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations.

52. Plaintiff was compelled to retain the services of counsel to file this court action to protect his 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 he is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as Counsel for the Classes;

1 4. Upon the First Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
4 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
5 1197, and 1198;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

10 8. Upon the Fifth Cause of Action, for statutory penalties per Labor Code § 226;

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

14 10. On the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved
15 employees, and the State of California according to proof pursuant to Labor Code § 2699,
16 including, but not limited to: (1) \$100 for each initial violation for each failure to pay each
17 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to
18 Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
19 withheld; (2) \$50 for each initial violation and \$100 for each subsequent violation pursuant to
20 Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for
21 each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
22 \$250 for each initial violation and \$1,000 for each subsequent violation of Labor Code § 226
23 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100 for each initial
24 violation and \$200 for each subsequent violation per employee per pay period for those violations
25 of the Labor Code for which no civil penalty is specifically provided;

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

28 ///

1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

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

4
5 Dated: June 22, 2020

6 Respectfully submitted,
7 HAINES LAW GROUP, APC
8 
9 By: _____
10 Paul K. Haines
11 Attorneys for Plaintiff

12 **DEMAND FOR JURY TRIAL**

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

14
15 Dated: June 22, 2020

16 Respectfully submitted,
17 HAINES LAW GROUP, APC
18 
19 By: _____
20 Paul K. Haines
21 Attorneys for Plaintiff
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