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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LUIS SALINAS as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MITSUBISHI MATERIALS U.S.A.
CORPORATION, a California Corporation;
and DOES 1 through 100,

Defendants.

Case No.: 30-2020-01139886-CU-OE-CXC

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (3) FAILURE TO PAY WAGES
(LABOR CODE §§ 204, 221, 222,
223);**
- (4) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226 *et seq.*);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Luis Salinas (hereinafter “Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Mitsubishi Materials U.S.A. Corporation, a California corporation; and
4 DOES 1 to 100, inclusive (collectively, “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under Cal. Business & Professions Code
9 § 17200 *et. seq.*, Labor Code §§ 201-204, 221, 222, 223, 226, 510, 512, 558, 1182.12, 1194,
10 1194.2, 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage
11 Order 1”), in addition to seeking declaratory relief and restitution. This Complaint is brought
12 pursuant to Cal. Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
13 violations of the California Labor Code because the amount in controversy exceeds this Court’s
14 jurisdictional minimum.

15 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of this action and within the statute of limitations periods applicable to each cause of
25 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
26 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
27 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 221,
28 222, 223, 226, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, Cal. Business &

1 Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 1, which sets
2 employment standards for manufacturing industry

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this action and continuing to the present, Defendants did (and
5 continue to do) business by providing metalworking solutions, such as electronic components and
6 materials, cutting tools and drills. Defendants employed Plaintiff and other, similarly-situated
7 non-exempt employees within Orange County and the state of California and, therefore, were
8 (and are) doing business in Orange County and the State of California.

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

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

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

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a non-exempt employee in the position
5 of customer service representative from approximately 2018 until February 2020, when his
6 employment was terminated.

7 10. During Plaintiff's employment with Defendants, Defendants utilized a
8 timekeeping system, which failed to compensate Plaintiff and other non-exempt employees for
9 all hours actually worked, whether by rounding, time-shaving, or otherwise. Although Defendants
10 recorded Plaintiff's and other non-exempt employees' hours worked to the minute, Defendants
11 only paid Plaintiff and other non-exempt employees in quarter-hour increments. Defendants'
12 rounding of time to the quarter-hour was not even-handed and has resulted in Plaintiff and
13 putative class members not being compensated for all hours worked, including all minimum and
14 overtime wages earned.

15 11. During the relevant time period, Defendants have issued inaccurate wage
16 statements to Plaintiff and other non-exempt employees as a result of inaccurately reporting the
17 hours worked by their employees and attributing them to the incorrect pay period. By way of
18 example, for the pay period beginning on 11/10/19 and ending on 11/23/19, with a pay date of
19 11/22/19, Plaintiff's wage statement reflects that he worked 71.25 regular hours and 0.75 overtime
20 hours, in addition to earning 8.75 hours of vacation pay. However, Plaintiff's timekeeping entries
21 reflect that he actually worked 80.00 regular hours and 0.50 overtime hours over this time period.
22 While Plaintiff's wage statement covering the pay period beginning on 11/10/19 and ending on
23 11/23/19 reflect that he worked 71.25 regular hours and 0.75 overtime hours, in addition to
24 earning 8.75 hours of vacation pay, this is actually what Plaintiff earned during the *prior* pay
25 period covering the dates beginning on 10/27/19 and ending on 11/9/19 with a pay date of 11/8/19.
26 This policy and/or practice by Defendants of reporting the hours worked by Plaintiff and other
27 employees from the *prior* pay period on the current wage statement has resulted in the issuance
28 of inaccurate wage statements and the untimely payment of wages.

12. As a result of Defendants' failure to pay all minimum and overtime wages, Defendants also failed to pay all wages owed to Plaintiff upon his separation of employment from Defendants.

CLASS ACTION ALLEGATIONS

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

- a. The Minimum Wage Class consists of all Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies/practices of only compensating employees in quarter of an hour increments, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies/practices of only compensating employees in quarter of an hour increments, during the four years immediately preceding the filing of this action through the present.
- c. The Unpaid Wages Class consists of all Defendants' current and former non-exempt employees in California who were subject to Defendants' policies/practices of paying wages during the four years immediately preceding the filing of this action through the present.
- d. The Wage Statement Class consists of all Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices and/or Defendants' policies/practices regarding the payment of wages, during the one year preceding the filing of this action through the present.
- e. The Waiting Time Penalty Class consists of the members of the Minimum Wage Class, Overtime Class, and/or Unpaid Wage Class, and who separated their employment with Defendants during the three years immediately preceding the filing of this action through the present.

1 14. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes
3 and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of
4 the Classes number greater than one hundred (100) individuals. The identity of such membership
5 is readily ascertainable via inspection of Defendants' employment records.

6 15. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
8 situated employees, which predominate over questions affecting only individual members
9 including, without limitation to:

- 10 i. Whether Defendants' timekeeping policies and/or practices resulted in the failure
11 to properly compensate members of the Overtime and Minimum Wage Classes for
12 all hours actually worked;
- 13 ii. Whether Defendants violated the applicable Labor Code provisions including, but
14 not limited to §§ 510 and 1194 by requiring overtime work and not paying for said
15 work according to the overtime laws of the State of California;
- 16 iii. Whether Defendants provided legally compliant wage statements to the members
17 of the Wage Statement Class in compliance with Labor Code §§ 226; and
- 18 iv. Whether Defendants' policies and/or practices for the timing and amount of
19 payment of final wages to members of the Waiting Time Class at the time of their
20 separation of employment were lawful.

21 16. **Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual members of the Classes. The common
23 questions of law set forth above are numerous and substantial and stem from Defendants' policies
24 and/or practices applicable to each individual class member, such as Defendants' uniform
25 timekeeping policies/practices and policies/practices related to the payment of wages. As such,
26 the common questions predominate over individual questions concerning each individual class
27 member's showing as to their eligibility for recovery or as to the amount of their damages.

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1 17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the
3 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
4 herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum and
5 overtime wages, was not provided legally compliant wage statements, was not timely paid all
6 wages owed, and did not receive all final wages owed to her upon her separation of employment
7 from Defendants.

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

14 19. **Superiority:** The California Labor Code is broadly remedial in nature and serves
15 an important public interest in establishing minimum working conditions and standards in
16 California. These laws and labor standards protect the average working employee from
17 exploitation by employers who have the responsibility to follow the laws and who may seek to
18 take advantage of superior economic and bargaining power in setting onerous terms and
19 conditions of employment. The nature of this action and the format of laws available to Plaintiff
20 and members of the Classes make the class action format a particularly efficient and appropriate
21 procedure to redress the violations alleged herein. If each employee were required to file an
22 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
23 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
24 their vastly superior financial and legal resources. Moreover, requiring each member of the
25 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
26 employees who would be disinclined to file an action against their former and/or current employer
27 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
28 employment. Further, the prosecution of separate actions by the individual class members, even

1 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
2 with respect to the individual class members against Defendants herein; and which would
3 establish potentially incompatible standards of conduct for Defendants; and/or legal
4 determinations with respect to individual class members which would, as a practical matter, be
5 dispositive of the interest of the other class members not parties to adjudications or which would
6 substantially impair or impede the ability of the class members to protect their interests. Further,
7 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
8 individual prosecution considering all of the concomitant costs and expenses attending thereto.
9 As such, the Classes identified in Paragraph 13 are maintainable as a Class under § 382 of the
10 Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

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

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

23. 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).

SECOND CAUSE OF ACTION

**FAILURE TO PAY ALL OVERTIME WAGES
(AGAINST ALL DEFENDANTS)**

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

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

26. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

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

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1 28. The foregoing policies/practices alleged herein are unlawful and create entitlement
2 to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
3 amount of overtime wages, including interest thereon, statutory penalties, civil penalties,
4 attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558,
5 1194, and 1198; and Code of Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **UNPAID WAGES**

8 **(AGAINST ALL DEFENDANTS)**

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

10 30. As alleged above, as a result of Defendants' unlawful timekeeping and payroll
11 practices, Defendants failed to pay all wages owed to Plaintiff and members of the Unpaid Wages
12 Class in violation of Labor Code §§ 221-223.

13 31. Defendants' failure to pay all earned wages is unlawful and creates an entitlement
14 to recovery by Plaintiff and the members of the Unpaid Wages Class for unpaid wages, interest
15 on said wages, and attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

16 **FOURTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

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

20 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
22 and Wage Statement Class members with complete and accurate itemized wage statements with
23 respect to, among other things, total gross wages earned, all rates of pay, total hours worked, total
24 hours worked at each rate of pay, and total net wages earned, in violation of Labor Code § 226 *et*
25 *seq.*

26 34. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
27 Class with complete and accurate itemized wage statements resulted in injury, as said failures led
28 to, among other things, the non-payment of all wages due, the mis-reporting of hours worked and

wages paid in each pay period, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due to them at their separation from employment, including, but not limited to, unpaid minimum wages and unpaid overtime wages.

39. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

40. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

1 41. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled
2 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

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

7 43. Defendants have engaged and continue to engage in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code § 17200
9 *et seq.*, by failing to properly pay all wages, including but not limited to minimum wages and
10 overtime wages, and by failing to issue wage statements in conformance with California law.

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

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

20 46. The acts complained of herein occurred within the last four years immediately
21 preceding the filing of this action.

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

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SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

49. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* (“PAGA”), acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof, pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f), based on the following Labor Code violations:

- a. Failing to compensate Plaintiff and other aggrieved employees all overtime wages earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to compensate Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198;

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- c. Failing to pay Plaintiff and other aggrieved employees all wages due, in violation of Labor Code §§ 204, 221-223;
- d. Failing to furnish Plaintiff and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice each calendar month in violation of Labor Code § 204; and
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558 and 1174.

50. On April 3, 2020, Plaintiff notified Mitsubishi Materials U.S.A. Corporation 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 herein. Now that sixty-five days have passed from Plaintiff 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.

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;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for recovery of unpaid wages pursuant to Labor Code §§ 221–223;

1 7. Upon the Fourth Cause of Action, for for statutory penalties pursuant to Labor
2 Code § 226 *et. seq.*;

3 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
4 Labor Code § 203;

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

9 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
10 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
11 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each
12 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
13 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
14 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
15 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
16 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
17 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
18 violation of Lab. Code § 226 pursuant to Labor Code § 226.3 per employee per pay period; and/or
19 (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
20 pay period for those violations of the Labor Code for which no civil penalty is specifically
21 provided, based on the violations of Labor Code sections cited in Paragraph 49 (a)-(f) above.;

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

24 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
25 §§ 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

26 ///

27 ///

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

2
3 Dated: June 8, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

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5 By: _____


Paul K. Haines
Attorneys for Plaintiff

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8 **DEMAND FOR JURY TRIAL**

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

10
11 Dated: June 8, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By: _____


Paul K. Haines
Attorneys for Plaintiff