

JUN 03 2021

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

MICHAEL IBARRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOYOTA LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 20STCV29023

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197, 1198);
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198)**
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558)
- (5) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
- (6) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*).**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

RECEIVED
JUN 03 2021
FILING WINDOW

1 Plaintiff Michael Ibarra (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Second Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Toyota Logistics Services, Inc., a California Corporation (“TLS”); and DOES
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges 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 §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
9 1197, 1198, 2698, *et seq.* and Industrial Welfare Commission Wage Order 7 (“Wage Order 7”),
10 in addition to seeking declaratory relief and restitution. This Complaint is brought pursuant to
11 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
12 Labor Code because the amount in controversy exceeds the Court’s jurisdictional minimum.

13 **VENUE**

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

19 **PARTIES**

20 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
21 is, a California resident. Within the statute of limitations periods applicable to each cause of action
22 pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff is a victim
23 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
24 have been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 510, 512,
25 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.* and Business & Professions Code §
26 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 7, which sets employment standards
27 for the mercantile industry, which includes any “industry, business, or establishment operated for
28 the purpose of purchasing, selling or distributing goods or commodities at wholesale or retail.”

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this action continuing to the present, Defendants did (and continue
3 to do) business by processing, distributing, and installing parts on vehicles, and employed
4 Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County and the
5 state of California and, therefore, were (and are) doing business in Los Angeles County and the
6 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 Class (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 Class.

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, and at all times herein mentioned were acting within the course and scope
21 of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
22 otherwise ratified each and every one of the acts or omissions complained of herein.

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

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GENERAL FACTUAL ALLEGATIONS

9. Defendants are in the business of processing, distributing, and installing car parts on vehicles. Plaintiff has worked for Defendants as a non-exempt employee from approximately July 1996 through the present. Plaintiff's primary job duties consist of installing car parts on vehicles.

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 swiping his ID badge; however, Defendants only paid Plaintiff and other non-exempt employees in increments of a half of an hour, so that over a period of time they have been deprived of all earned minimum wages. Due to Defendants' timekeeping practices that failed to compensate for all hours worked, Plaintiff was not compensated for all required wages earned, including (but not limited to) all minimum wages and overtime wages owed.

11. Plaintiff was not provided with all required meal periods due to Defendants' meal period policies/practices, which fail to provide a timely meal period of at least 30-minutes in duration, commencing before the conclusion of the fifth hour of work. Upon information and belief, during at least a portion of the relevant time period, Defendants' daily practice was to ring a bell signaling the start of Plaintiff and other non-exempt employees' meal period at 11:30 a.m. and to ring a bell at 12:00 p.m. signaling the end of their meal periods. During the time period in which Defendants implemented a bell schedule, Plaintiff and other non-exempt employees were not allowed to leave their work stations until 11:30 a.m. when the bell rang, and were required to be back at their assigned work stations when the final bell rang at 12:00 p.m. As a result of Defendants' bell system, Plaintiff and other non-exempt employees were forced to take "short" meal periods in order to be back at their work stations by 12:00 p.m., as Plaintiff and other non-exempt employees' meal periods were often less than a full 30 minutes. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

12. Plaintiff also was not authorized and permitted all rest periods due to Defendants' rest period policies/practices, which failed to authorize and permit third rest periods on shifts over 10.0 hours. Specifically, for at least a portion of the relevant time period, Defendants operated a bell system with respect to rest periods similar to the system in place for meal periods. While for first and second rest periods, Defendants scheduled 15-minute rest periods with warning bells that rang at the 13-minute mark, for third rest periods Defendants scheduled 10-minute rest periods and sounded a warning bell at the 8-minute mark, which Plaintiff contends required employees to begin moving back to the work stations after just 8 minutes (rather than a net 10 minutes) of break time.

13. Defendants have also issued inaccurate wage statements to Plaintiff and other non-exempt employees because, among other things, the wage statements issued do not include all wages earned, fail to accurately include all applicable hourly rates of pay, the corresponding number of hours worked at each rate, total hours worked, and fail to reflect meal period premium pay for all meal period violations. Defendants have also issued facially deficient wage statements that failed to include the address of the legal entity that is the employer, in violation of Labor Code § 226(a)(8).

14. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days are suspended from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for each cause of action pled herein have been calculated based on a filing date of April 6, 2020.

CLASS ACTION ALLEGATIONS

15. **Class Definition:** Plaintiff bring this action on behalf of himself and the following Class pursuant to Code of Civil Procedure § 382: All current and former employees who worked for TLS in a non-exempt production position at the Long Beach facility at any time from April 6, 2016 through the present. Non-exempt production positions consist of the following non-exempt job titles: PDS Worker, Expediter (BG), FQA (BG), Janitor (BG), Kaizen Associate (BG), Parts Associate (BG), Production Associate (BG), Quality Assurance Associate (BG), Rail Car Associate (BG), Shuttle Associate (BG), Surveyor (BG), Team Lead (BG).

1 16. **Numerosity/Ascertainability:** The members of the Class are so numerous that
2 joinder of all members would be unfeasible and not practicable. It is estimated that the members
3 of the Class number greater than fifty (50) individuals. The identity of such membership is readily
4 ascertainable via inspection of Defendants' employment records.

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

- 9 i. Whether Defendants' timekeeping policies and/or practices resulted in the failure
10 to properly compensate Class members for all hours actually worked;
11 ii. Whether Defendants provided all legally compliant meal and/or rest periods to
12 Class members pursuant to Labor Code §§ 226.7, 512, an 516;
13 iii. Whether Defendants provided meal and/or rest period premium payments for
14 missed or non-compliant meal or rest periods; and
15 iv. Whether Defendants furnished legally compliant wage statements to members of
16 the Class pursuant to Labor Code § 226;

17 18. **Predominance of Common Questions:** Common questions of law and fact
18 predominate over questions that affect only individual members of the Class. The common
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies
20 and/or practices applicable to each individual class member, such as Defendants' uniform
21 timekeeping and meal period policies/practices. As such, the common questions predominate over
22 individual questions concerning each individual class member's showing as to their eligibility for
23 recovery or as to the amount of their damages.

24 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the
26 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
27 herein, Plaintiff, like the members of the Class, was deprived of all earned minimum wages,
28 overtime wages, and was not provided all required meal and rest periods.

1 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
2 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's
3 attorneys are ready, willing and able to fully and adequately represent the members of the Class
4 and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class
5 actions in state and federal courts in the past and are committed to vigorously prosecuting this
6 action on behalf of the members of the Class.

7 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and Class members make the class action format a particularly efficient and appropriate procedure
14 to redress the violations alleged herein. If each employee were required to file an individual
15 lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be
16 able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Class to pursue
18 an individual remedy would also discourage the assertion of lawful claims by employees who
19 would be disinclined to file an action against their former and/or current employer for real and
20 justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
21 Further, the prosecution of separate actions by the individual class members, even if possible,
22 would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to
23 the individual class members against Defendants herein; and which would establish potentially
24 incompatible standards of conduct for Defendants; and/or legal determinations with respect to
25 individual class members which would, as a practical matter, be dispositive of the interest of the
26 other class members not parties to adjudications or which would substantially impair or impede
27 the ability of the class members to protect their interests. Further, the claims of the individual
28 members of the Class are not sufficiently large to warrant vigorous individual prosecution

1 considering all of the concomitant costs and expenses attending thereto. As such, the Class
2 identified in Paragraph 15 is maintainable as a Class under § 382 of the Code of Civil Procedure.

3 **FIRST CAUSE OF ACTION**

4 **MINIMUM WAGE VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 23. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
8 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
9 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
10 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
11 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
12 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
13 pay practices to the requirements of the law by failing to pay Plaintiff and members of the Class
14 for all hours worked, including, but not limited to, all hours they were subject to the control of
15 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
16 Order 7.

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

22 As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the
23 Class seek unpaid all minimum wages; penalties pursuant to Wage Order 7 § 20(A) and California
24 Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code
25 §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys'
26 fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or
27 penalties pursuant to California Labor Code § 558(a).

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SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

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

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

27. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 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 8 hours in a workday and/or in excess of 40 hours of work in a workweek, and for the first 8 hours worked on the 7th consecutive day of a workweek; and “double the employee’s regular rate of pay” for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek. Defendants caused Plaintiff and Class members to work overtime hours, but did not credit Plaintiff or members of the Class with all overtime hours actually worked, and did not compensate Plaintiff or members of the Class at one and one-half times (or two times, in the case of double-time hours) their regular rates of pay for such hours.

28. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Class, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

31. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 7, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

32. Wage Order 7, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

33. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Class to take all required rest periods.

34. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289, and Wage Order 7, § 12.

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FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Class with complete and accurate wage statements with respect to their actual regular hours worked, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

37. Defendants' failures in furnishing Plaintiff and members of the Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all wages and meal period premiums, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data, as well as the failure to identify the address of the legal entity that is the employer.

38. Defendants' failures create an entitlement to recovery by Plaintiff and members of the 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.*

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

40. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to properly pay all wages, provide all required meal periods, and pay premium payments for missed or non-compliant meal periods.

41. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Class of compensation to which they are legally entitled,

1 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
2 Defendants' competitors who have been and/or are currently employing workers and attempting
3 to do so in honest compliance with applicable wage and hour laws.

4 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiff, for himself and on behalf of the members of the Class, seek full restitution of
6 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
7 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

8 43. The acts complained of herein occurred within the last four years immediately
9 preceding April 6, 2020, the date on which Judicial Council Emergency Rule 9 suspended the
10 statute of limitations for civil causes of action that exceed 180 days.

11 44. Plaintiff was compelled to retain counsel to file this action to protect his and the
12 Class's interests, to obtain restitution and injunctive relief on behalf of the Class, and to enforce
13 important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of
14 attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

15 **SEVENTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

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

20 46. Defendants have committed several Labor Code violations against Plaintiff,
21 members of the Class, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
22 the meaning of Labor Code § 2698 *et seq.* ("PAGA"), acting on behalf of himself and other
23 aggrieved employees, brings this representative action against Defendants to recover the civil
24 penalties due to Plaintiff, other aggrieved employees, and the State of California according to
25 proof, pursuant to Labor Code § 558 and § 2699 (a) and (h) including, but not limited to: (1)
26 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
27 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
28 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation and \$1,000.00 for each subsequent violation of Lab. Code § 226 pursuant to Labor
5 Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200
6 for each subsequent violation per employee per pay period for those violations of the Labor Code
7 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to compensate Plaintiff and other aggrieved employees the statutory
9 minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12,
10 1194, 1194.2, 1197, and 1198;
- 11 b. Failing to compensate non-union aggrieved employees and union aggrieved
12 employees earning less than 130% the minimum wage all overtime and/or double-
13 time wages owed, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 14 c. Failing to provide Plaintiff and other aggrieved employees with their statutorily
15 mandated meal periods and failing to pay meal period premiums in violation of
16 Labor Code §§ 226.7, 512, 558, and 1198;
- 17 d. Failing to furnish Plaintiff and other aggrieved employees with accurate itemized
18 wage statements, in violation of Labor Code § 226;
- 19 e. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
20 twice each calendar month in violation of Labor Code § 204;
- 21 f. Failing to timely pay all final wages to aggrieved former employees in violation
22 of Labor Code §§ 201-203; and
- 23 g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
24 employees in violation of Labor Code § 1174.

25 47. On or around July 31, 2020 Plaintiff notified Toyota Logistics Services, Inc., via
26 certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its
27 website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a
28 claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of

the California Labor Code identified in paragraph 46 (a)-(g) 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 Private Attorneys General Act with respect to these violations.

48. 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 Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing counsel for Plaintiff as Counsel for the Class;
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, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and Class members of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

1 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
3 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
4 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
5 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
6 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
7 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
8 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
9 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each
10 subsequent violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay
11 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
12 employee per pay period for those violations of the Labor Code for which no civil penalty is
13 specifically provided, based on the Labor Code violations cited in Paragraph 46 (a)-(g) above;

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

16 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
17 §§ 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

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

19 Respectfully submitted,
20 Dated: June 2, 2021 HAINES LAW GROUP, APC

21 By: 
22 Paul K. Haines
 Attorneys for Plaintiff

23 **DEMAND FOR JURY TRIAL**

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

25 Respectfully submitted,
26 Dated: June 2, 2021 HAINES LAW GROUP, APC

27 By: 
28 Paul K. Haines
 Attorneys for Plaintiff

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On June 3, 2021, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

[X](VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

Executed on June 3, 2021, at El Segundo, California.


Jackie Hernandez