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Superior Court of California
County of Los Angeles

SEP 28 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

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

MARIA CEBALLOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FLAIR CLEANERS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28196

**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, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, and 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, and 558);
- (5) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226 *et seq.*);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Maria Ceballos (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Flair Cleaners, Inc., a
3 California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226, 226.7,
8 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, California Business &
9 Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 6 (“Wage
10 Order 6”), in addition to seeking declaratory relief and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 to her by Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
27 1198, 2698 *et seq.*, Business and Professions Code Section 17200 *et seq.*, and Wage Order 6,
28 which sets employment standards for the “Laundry, Linen Supply, Dry Cleaning and Dyeing

1 Industry.”

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
3 period relevant to this action, Defendants did (and do) business by providing laundry, dry
4 cleaning, and tailoring services.

5 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, Defendants were licensed to do business in California and were the employers
7 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

8 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
9 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
10 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
11 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
12 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
13 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
14 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
15 to the illegal employment practices, wrongs and injuries complained of herein. All references in
16 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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 acted 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 the
28 Classes (as defined in Paragraph 15).

GENERAL FACTUAL ALLEGATIONS

9. Defendants employed Plaintiff in the non-exempt job position of “Machine Operator/Shirt Presser” (or similarly titled position). Plaintiff was initially hired by Defendants in approximately May 2012 and Plaintiff has been on a medical leave of absence since on or about November 12, 2019.

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, Defendants rounded Plaintiff’s timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiff was deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and non-exempt employees in Defendants’ favor, resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. During Plaintiff’s employment with Defendants, Plaintiff worked over 8.0 hours per workday and/or more than 40.0 hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary incentive pay, including but not limited to, bonus payments denoted on their payroll records as “B BONUS,” “AB ANNUAL BONUS,” and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). However, Defendants failed to properly calculate Plaintiff’s and other non-exempt employees’ regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

12. Plaintiff was not provided with all legally compliant meal periods because Defendants’ meal period policies/practices failed to provide Plaintiff with a second 30-minute meal period for shifts in excess of 10.0 hours. Specifically, Defendants’ meal period policy

1 contained in its Employee Handbook dated June 5, 2018 (“Employee Handbook”) fails to provide
2 for a second meal period for shifts in excess of 10.0 hours, and only provides “Employees who
3 work more than 5 hours in one day are provided with one meal period of thirty minutes in length
4 each work day.” On the occasions when Plaintiff was not provided with all legally-compliant
5 meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the
6 required meal period premium for each workday in which she experienced a meal period violation
7 as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the
8 putative class period, Defendants maintained no payroll code or other mechanism for the payment
9 of meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period
10 was not provided to their non-exempt employees.

11 13. Plaintiff was not authorized and permitted to take all legally compliant rest periods
12 due to Defendants’ rest period policies/practices, which fail to authorize and permit an off-duty
13 rest period for every four hours worked, or major fraction thereof. Specifically, Defendants’ rest
14 period policy contained in its Employee Handbook fails to authorize and permit Plaintiff and other
15 non-exempt employees to take a second rest period for shifts in between 6.01 and 6.99 hours, as
16 Defendants’ rest period policy only provides for one rest period for shifts “Over 5 hours and up
17 to 7 hours.” Furthermore, Plaintiff was not authorized and permitted to take a third rest period on
18 shifts in excess of 10.0 hours due to Defendants’ rest period policies/practices, which fail to
19 authorize and permit non-exempt employees to take a third rest period on occasions when they
20 worked over 10.0 hours in a workday. Specifically, Defendants’ rest period policy contained in
21 its Employee Handbook only provides for two (2) rest periods for shifts in excess of 7.0 hours.
22 On the occasions when Plaintiff was not provided with all legally-compliant rest periods to which
23 she was entitled, Defendants failed to compensate Plaintiff with the required rest period premium
24 for each workday in which she experienced a rest period violation as mandated by Labor Code §
25 226.7. Upon information and belief, during at least a portion of the putative class period,
26 Defendants maintained no payroll code or other mechanism for the payment of rest period
27 premiums as required by Labor Code Section 226.7 in the event a legally compliant rest period
28 was not provided to their non-exempt employees.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all wages owed at the time of their separation of employment with Defendants.

CLASS ACTION ALLEGATIONS

15. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and: (i) received Incentive Pay during a corresponding time period; and/or (ii) were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of the Complaint through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift: (i) of 6.01-6.99

hours in duration; and/or (ii) in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of 100 individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class;

- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code section 226.7;
- vi. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code section 226.7;
- viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and
- ix. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, overtime wages due to a miscalculation of her regular rate of pay, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or

non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to her upon her separation of employment with Defendants.

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

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

1 substantially impair or impede the ability of the class members to protect their interests. Further,
2 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
3 individual prosecution considering all of the concomitant costs and expenses attending thereto.
4 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

5 **FIRST CAUSE OF ACTION**

6 **MINIMUM WAGE VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 23. Wage Order 6, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
10 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
11 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
12 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
13 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
14 wages and interest accrued thereon.

15 24. At all relevant times herein, Defendants failed to conform their pay practices to
16 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
17 for all hours worked including, but not limited to, all hours they were subject to the control of
18 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
19 Order 6.

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

25 26. As a direct and proximate result of Defendants' unlawful conduct as alleged
26 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
27 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
28 entitled to recover economic and statutory damages and penalties and other appropriate relief as

1 a result of Defendants' violations of the California Labor Code and Wage Order 6.

2 27. The foregoing practices and policies are unlawful and create an entitlement to
3 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
4 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
5 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
6 1194, 1197, and 1198, Wage Order 6, and Code of Civil Procedure § 1021.5.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY ALL OVERTIME WAGES**

9 **(AGAINST ALL DEFENDANTS)**

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

11 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
12 1198, which provide that non-exempt employees are entitled to all overtime wages and
13 compensation for all overtime hours worked and provide a private right of action for the failure
14 to pay all overtime compensation for overtime work performed.

15 30. At all times relevant herein, Defendants were required to properly compensate
16 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
17 hours worked pursuant to California Labor Code § 1194 and Wage Order 6. Wage Order 6, § 3
18 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
19 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in
20 the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate
21 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
22 for such hours.

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

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1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with accurate and complete, itemized wage statements
8 that included, among other requirements, all hours worked, total gross wages earned, all rates of
9 pay and corresponding number of hours worked, total net wages earned, and the correct name of
10 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

20 **SIXTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

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

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

1 employee's last date of employment.

2 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
4 at their separation from employment, including minimum and overtime wages, and meal and rest
5 period premium wages.

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

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

14 48. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
15 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

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

20 50. Defendants have engaged and continue to engage in unfair and/or unlawful
21 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
22 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
23 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
24 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
25 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
26 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
27 failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and
28 the Wage Statement Class with all accurate and complete, itemized wage statements in violation

of Labor Code § 226; and/or (f) failing to timely pay all wages owed upon separation to Plaintiff and members of the Waiting Time Class.

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

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

53. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

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

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

56. 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.*, acting on behalf of herself 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 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in

violation of Labor Code §§ 201, 202, and 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.

57. On July 23, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 56 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

58. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between July 23, 2019, and the present.

59. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself 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

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
2 1197;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

5 6. Upon the Third Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

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

9 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
10 226 *et. seq.*;

11 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
12 Labor Code §§ 201- 203;

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

16 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
17 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
18 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
19 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
20 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
21 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
22 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
23 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
24 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
25 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
26 each initial violation and \$200 for each subsequent violation per employee per pay period for
27 those violations of the Labor Code for which no civil penalty is specifically provided, based on
28 the Labor Code violations identified in Paragraph 56 (a)-(h);

1 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
2 Code § 218.6 and Civil Code §§ 3287 and 3289;

3 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

5 14. For such other and further relief, the Court may deem just and proper.

6
7 Dated: September 28, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

8
9 By:



Paul K. Haines
Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

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

12
13 Dated: September 28, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

14
15 By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Maria Ceballos v. Flair Cleaners, Inc.

Los Angeles County Superior Court Case No. 20STCV28196

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On September 28, 2020, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

Jennifer Lutz, Esq.
Email: jlutz@pettitkohn.com
PETTIT KOHN INGRASSIA LUTZ & DOLIN
11622 El Camino Real, Suite 300
San Diego, CA 92130
Attorneys for Defendant FLAIR CLEANERS, INC.

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PETTIT KOHN INGRASSIA LUTZ & DOLIN
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Los Angeles, CA 90045
Attorneys for Defendant FLAIR CLEANERS, INC.

[X] (BY MAIL) I am "readily familiar" with Haines Law Group, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

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

Executed on September 28, 2020, at El Segundo, California.



Aaron Clark