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

FRANCISCA GARCIA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

FTG CIRCUITS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV27992

FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:

- (1) FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 204,
510, 558, 1194, 1198);
- (2) FAILURE TO PROVIDE MEAL
PERIODS (LABOR CODE §§ 226.7, 512,
558);
- (3) FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS (LABOR
CODE §§ 226.7, 516, 558);
- (4) FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);
- (5) FAILURE TO TIMELY PAY ALL
WAGES UPON TERMINATION
(LABOR CODE §§ 201-203);
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

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9 FRANCISCA GARCIA

1 Plaintiff Francisca Garcia (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against FTG Circuits, Inc., a California corporation, and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et seq.*, Labor Code 201-203, 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558,
9 1194, 1198, 2698, *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”),
10 in addition to seeking declaratory relief and restitution. This FAC is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the California Labor Code because the amount in controversy exceeds this Court's
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)
18 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,
19 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. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-203, 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1198, 2698, *et seq.*,
28 and California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and

1 Wage Order 1, which sets employment standards for the manufacturing industry, which includes
2 the industry in which Plaintiff worked for Defendants.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
5 continue to do) business by manufacturing electrical components, including, technology-driven
6 aerospace and defense circuit boards. Defendants employed Plaintiff and other, similarly-situated
7 non-exempt employees within, among other counties, Los Angeles County and the state of
8 California and, therefore, were (and are) doing business in Los Angeles County and the State of
9 California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
14 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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

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

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff was employed by Defendants as a non-exempt employee from
6 approximately November 7, 2017 through approximately January 30, 2020 at Defendants' facility
7 in Chatsworth, California. Plaintiff worked in the Lamination Department and was generally
8 scheduled to work Monday through Friday, 6:00 a.m. to 3:30 p.m. However, after a workplace
9 injury in or around November 2019, Plaintiff's schedule was changed to Monday through Friday,
10 7:00 a.m. to 3:30 p.m.

11 10. During her employment with Defendants, Plaintiff often worked in excess of 40.0
12 hours in a workweek but did not receive proper overtime compensation. Specifically, in addition
13 to her shifts Monday through Friday, Defendants often required Plaintiff to work on Saturdays
14 from approximately 6:00 a.m. to 12:00 p.m. Despite Plaintiff having already worked at least or
15 more than 40 hours in these weeks prior to working the Saturday shift, Defendants did not pay
16 Plaintiff her wages for the Saturday work at one and one-half time her regular rate of pay for these
17 hours. As a result, Defendants failed to pay Plaintiff all required overtime wages.

18 11. Throughout her employment, Plaintiff was not provided all required meal periods
19 due to Defendants' meal period policies and practices. Specifically, Defendants used a bell to
20 signify the start of a meal period at 11:30 a.m. and the stop of a meal period at 12:00 p.m.
21 Defendants required employees to be clocked back in and at their work stations ready to resume
22 work by the time the bell signifying the end of a meal period rang, which resulted in meal periods
23 of less than 30 minutes. For example, on January 23, 2020, Plaintiff clocked out at 11:36 a.m.
24 for her meal period and back in at 12:01 p.m., resulting in a short or otherwise unlawful meal
25 period. In another example, on January 30, 2020, Plaintiff clocked out at 11:36 a.m. for her meal
26 period and back in at 12:02 p.m., resulting in a short or otherwise unlawful meal period. These
27 short meal periods were the result of Defendants' policy of requiring Plaintiff to be back at her
28 work station by the time the second bell rang. Further, for a portion of the relevant time period,

1 Plaintiff commenced her shift at 6:00 a.m., but was not provided her meal period by Defendants
2 until 11:30 a.m., resulting in late or otherwise unlawful meal periods. Additionally, when Plaintiff
3 was required to work on Saturdays, from approximately 6:00 a.m. to 12:00 p.m., Defendants
4 failed to provide Plaintiff with any meal periods whatsoever despite their legal obligation to the
5 contrary.

6 12. Although Plaintiff was not provided with all legally-compliant meal periods to
7 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
8 premium for each workday in which she experienced a meal period violation as mandated by
9 Labor Code § 226.7. Upon information and belief during at least a portion of the class period,
10 Defendants maintained no payroll code or other mechanism for the payment of meal period
11 premium payments under Labor Code § 226.7 in the event that a legally compliant meal period
12 was not provided to their non-exempt employees.

13 13. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not
14 authorized and permitted to take all legally required rest periods due to Defendants' unlawful rest
15 period policies and practices. Specifically, Defendants authorized and permitted two rest periods
16 per shift, the first one being fifteen minutes in length and the second one being ten minutes in
17 length. Like with meal periods, Defendants utilized a bell to alert Plaintiff and other non-exempt
18 employees of the time to start and end the rest periods. With regard to rest periods, Defendants
19 required employees to be back at their stations ready to work by the time the second bell rang.
20 As such, with regard to the second rest periods, Plaintiff was required to cut them short so that
21 she could be back at her workstation by the time the second bell rang. This resulted in Plaintiff's
22 second rest periods being less than a net ten minutes causing them to be unlawful.

23 14. On those occasions when Plaintiff was not authorized and permitted to take all
24 legally-compliant rest periods to which she was entitled, Defendants failed to compensate
25 Plaintiff with the required rest period premium for each workday in which she experienced a rest
26 period violation as mandated by Labor Code § 226.7. Further, upon information and belief,
27 during at least a portion of the class period, Defendants maintained no payroll code or other
28 mechanism for paying rest period premiums when Defendants failed to provide a legally

compliant rest period.

15. As a result of Defendants' failure to pay all overtime wages, as well as all meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

16. As a further result of Defendants' failure to pay all overtime wages, as well as all meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff upon her separation of employment from Defendants.

CLASS ACTION ALLEGATIONS

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or more than forty hours per week and were subjected to Defendants' timekeeping policies and practices, during the four years immediately preceding the filing of the lawsuit through the present.
- b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of the lawsuit through the present.
- c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 6.0 hours during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Meal Period Class; and/or (iii) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.
- e. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the: (i) Overtime Class; (ii) Meal Period Class; and/or (iii) Rest Period Class, during the three years immediately preceding the filing of the lawsuit through the present.

f. The UCL Class consists of members of the: (i) Overtime Class; (ii) Meal Period Class; (iii) Rest Period Class; (iv) Wage Statement Class; and (v) Waiting Time Penalty Class.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **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 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **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. Those common questions include, without limitation:

- i. Whether Defendants properly paid all overtime wages to member of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194, 1198;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- v. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful; and
- vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices

described above, and whether as a result Defendants owe the classes restitution.

21. **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 set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, overtime wage payment, overtime wage payment, and meal and rest period policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **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 statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not paid all overtime wages, was not provided all required meal periods, did not receive meal period premium wages when she was not provided compliant meal periods, was not authorized and permitted to take all required rest periods, did not receive rest period premium wages when she was not authorized or permitted to take compliant rest periods, was not provided with accurate, itemized wage statements, and was not paid all wages upon separation of her employment.

23. **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.

24. **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

1 take advantage of superior economic and bargaining power in setting onerous terms and
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff
3 and members of the Classes make the class action format a particularly efficient and appropriate
4 procedure to redress the violations alleged herein. If each employee were required to file an
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
6 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
7 their vastly superior financial and legal resources. Moreover, requiring each member of the
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current employer
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
11 employment. Further, the prosecution of separate actions by the individual class members, even
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would
14 establish potentially incompatible standards of conduct for Defendants; and/or legal
15 determinations with respect to individual class members which would, as a practical matter, be
16 dispositive of the interest of the other class members not parties to adjudications or which would
17 substantially impair or impede the ability of the class members to protect their interests. Further,
18 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.
20 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the
21 Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

24 **(AGAINST ALL DEFENDANTS)**

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

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

1 overtime compensation for overtime work performed.

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

12 28. Defendants’ policy/practice of requiring overtime work and not paying at the
13 proper overtime rates for said work violates California Labor Code §§ 204, 210, 216, 510, 558,
14 1194, and 1198; and Wage Order 1.

15 29. The foregoing policies/practices alleged herein are unlawful and create entitlement
16 to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
17 amount of overtime wages, including interest thereon, statutory penalties, civil penalties,
18 attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558,
19 1194, and 1198; and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed in their affirmative obligation to provide all of their non-exempt employees in California,
26 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
27 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
28 Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members

1 of the Meal Period Class at their respective regular rates of compensation, in accordance with
2 California Labor Code §§ 226.7, and 512.

3 32. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations including interest thereon, as well as statutory penalties, civil penalties, and
5 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, California Code of
6 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

9 **(AGAINST ALL DEFENDANTS)**

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

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

14 35. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
15 of the Rest Period Class to take all required rest periods.

16 36. The foregoing violations create an entitlement to recovery by Plaintiff and
17 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
18 owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit
19 according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, California Code of Civil
20 Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

23 **(AGAINST ALL DEFENDANTS)**

24 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs as though
25 fully set forth herein.

26 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
28 and the Wage Statement Class Members with accurate, itemized wage statements that included

among other requirements, accurate total gross wages earned, meal and rest period premiums, and total net wages earned in violation of Labor Code § 226 *et seq.*

39. Defendants' failure to furnish Plaintiff and the members of the Wage Statement Class with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, accurate total gross wages earned, meal and rest period premiums, and total net wages earned in violation of Labor Code § 226 *et seq.*

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

41. 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.

42. 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, overtime wages and meal and rest period premium wages.

43. 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.

44. 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.

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

47. 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 pay all overtime wages owed, failing to provide all required meal periods and failing to authorize and permit all required rest periods, failing to pay meal and rest period premium wage payments, and failing to pay all wages upon separation of employment.

48. 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.

49. 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.

50. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

51. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf

1 of Defendants' current commission-paid employees, and to enforce important rights affecting the
2 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
3 which she is entitled to recover under Code of Civil Procedure § 1021.5.

4 **SEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **(AGAINST ALL DEFENDANTS)**

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

8 53. Defendants have committed several Labor Code violations against Plaintiff,
9 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
10 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
11 employees, brings this representative action against Defendants to recover the civil penalties due
12 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
13 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
14 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
15 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
16 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$100.00 for each
17 initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1; (3)
18 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor
19 Code § 226.3 per employee per pay period (4) \$50.00 for each initial violation for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages and \$100.00 for each underpaid employee for each pay
22 period for which the employee was underpaid in addition to an amount sufficient to recover
23 underpaid wages pursuant to Labor Code § 558; and/or (5) \$100.00 for each initial violation and
24 \$200.00 for each subsequent violation per employee per pay period for those violations of the
25 Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
26 violations:

- 27 a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
28 pay Plaintiff and other aggrieved employees all overtime compensation earned;

- b) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- c) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month;
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees; and
- g) Defendant violated Labor Code § 203 by failing to pay Plaintiff and other aggrieved employees for all wages owed at the time of their termination of employment.

54. On July 22, 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 violations of the California Labor Code identified in Paragraph 53 (a)-(g). Now that at least 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 his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. 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).

1 **PRAYER**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 13 7. Upon the Fourth Cause of Action, for statutory wage statement penalties pursuant
14 to Labor Code § 226 *et seq.*;
- 15 8. Upon the Fifth Cause of Action, for statutory waiting statement penalties pursuant
16 to Labor Code § 226 *et seq.*;
- 17 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
18 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
19 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
20 *seq.*;
- 21 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
22 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
23 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
24 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
25 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
26 25% of the amount unlawfully withheld; (2) \$100.00 for each initial violation and \$250.00 for
27 each subsequent violation pursuant to Labor Code § 1197.1; (3) \$250.00 for each initial violation
28 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per

1 pay period (4) \$50.00 for each initial violation for each underpaid employee for each pay period
2 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
3 wages and \$100.00 for each underpaid employee for each pay period for which the employee
4 was underpaid in addition to an amount sufficient to recover underpaid wages pursuant to Labor
5 Code § 558; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent
6 violation per employee per pay period for those violations of the Labor Code for which no civil
7 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 53 (a)-(g)
8 above.

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

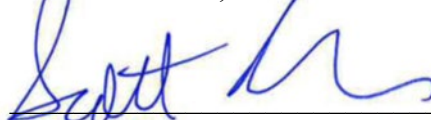
11 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
12 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

14
15 Dated: October 19, 2020

Respectfully submitted,
LIDMAN LAW, APC

16
17 By:


18 Scott M. Lidman

19 Attorneys for Plaintiff
20 FRANCISCA GARCIA

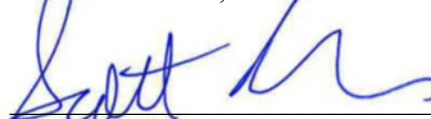
21 **DEMAND FOR JURY TRIAL**

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

23 Dated: October 19, 2020

Respectfully submitted,
LIDMAN LAW, APC

24
25 By:


26 Scott M. Lidman

27 Attorneys for Plaintiff
28 FRANCISCA GARCIA

PROOF OF SERVICE

Francisca Garcia v. FTG Circuits, Inc.

Los Angeles Superior Court Case No. 20STCV27992

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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On October 19, 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:

MORGAN, LEWIS & BOCKIUS LLP

Jason S. Mills (Bar No. 225126)
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Nicholas A.G. Armer (Bar No. 330577)
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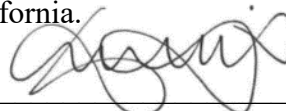
Attorneys for Defendant FTG CIRCUITS, INC

☒ (BY ELECTRONIC SERVICE) 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 address(es) listed above by transmission to Case Anywhere.

☐ (BY MAIL) I am "readily familiar" with Lidman Law, 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.

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

Executed on October 19, 2020, at El Segundo, California.



Dana Joudi