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individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KANG KIM, an individual, on behalf of himself)
and all other AGGRIEVED EMPLOYEES)

Plaintiff,

vs.

HI-TEMP METALS INC., a California)
Corporation; BEN EDWARDS, an individual;)
and DOES 1 through 100, inclusive,)

Defendants.)

Case No. 21CHCV00176

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiff KANG KIM (hereinafter referred to as “REPRESENTATIVE PLAINTIFF”)
alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by HI-TEMP METALS INC., from on or about July 2012 until on or about May 8,

1 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, HI-TEMP METALS INC. is a
4 California Corporation, licensed to do business and actually doing business in the State of
5 California.

6 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
7 information and belief, alleges that DEFENDANTS are a mill distributor of high temperature,
8 corrosion resistant, shielding, electronic, and controlled expansion grades of Nickle and Cobalt
9 alloy metals for the aviation and aerospace industry. DEFENDANTS and have numerous locations
10 throughout California. Thus, DEFENDANTS are subject to the applicable California laws as
11 alleged throughout this Complaint.

12 4. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
13 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
14 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
15 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
16 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
17 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
18 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
19 the other AGGRIEVED EMPLOYEES as further alleged herein.

20 5. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
21 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
22 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
23 employees who worked for all DEFENDANTS only.

24 6. The definition of "employer" for purposes of the California Labor Code includes
25 irregular working arrangements, and was specifically drafted in order to prevent evasion and
26 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
27 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
28 entities, must be classified as joint-employers for purposes of liability for civil penalties under the

1 Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil
2 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and
3 the other AGGRIEVED EMPLOYEES.

4 7. The term “DEFENDANTS” used throughout this Complaint includes all named
5 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
6 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
7 this Complaint as DOES 1 through 100, inclusive.

8 8. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
9 alleges, that DEFENDANT BEN EDWARDS (hereinafter, “DEFENDANT EDWARDS”) is an
10 individual who resides in the State of California and the County of LOS ANGELES.
11 DEFENDANT EDWARDS was and is an agent of DEFENDANTS, and in that capacity was and is
12 responsible for overseeing and implementing DEFENDANTS timekeeping policies and procedures
13 that REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES were made to
14 follow.

15 9. This is only a Private Attorney General Action Complaint, pursuant to California
16 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
17 persons similarly situated who worked for DEFENDANTS in their California locations as non-
18 exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

19 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
20 the applicable Wage Orders;

21 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
22 512(a), and the applicable Wage Orders;

23 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
24 1197, 1197.1, and the applicable Wage Orders;

25 (iv) failure to keep accurate payroll records and provide itemized wage statements in
26 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

27 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

28 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor

Code sections 201, 202, and 203;

(vii) failure to provide basic information at the time of hiring and when employment changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act).

(viii) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;

(ix) failure to provide notice of paid sick time and accrual in violation of Labor Code section 246;

(x) employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

VENUE AND JURISDICTION

10. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that REPRESENTATIVE PLAINTIFFS' injuries were incurred within the County of LOS ANGELES, the actions giving rise to REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of LOS ANGELES, and DEFENDANTS are located in the County of LOS ANGELES.

11. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

SCOPE

12. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-paid, non-exempt employees, who either were or are employed in the State of California from August 24, 2019 through the date of judgment in this action.

STATEMENT OF FACTS

13. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Salesman on or about July 2012. DEFENDANTS are California Corporation that manufactures and sells high temperature, corrosion resistant, shielding, electronic, and controlled expansion grades of Nickel and Cobalt alloy metals for the aviation and aerospace industry. REPRESENTATIVE PLAINTIFF worked for DEFENDANTS up until on or about May 8, 2020.

1 14. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
2 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this
3 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
4 clock, and/or during their rest and/or meal periods.

5 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on August 24, 2020 by
6 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
7 Code section 2699.3. As of October 28, 2020, 65 Days after REPRESENTATIVE PLAINTIFF's
8 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
9 LWDA regarding its intent to investigate PLAINTIFF's claims.

10 16. California Labor Code sections 510 and the applicable Wage Orders require
11 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
12 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for
13 time such worked, and two (2) times their regular rate of pay ("double time") for such hours
14 worked in excess of 12 hours in a day. "Regular rate" includes all remuneration, including non-
15 discretionary bonuses and incentives.

16 17. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
17 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
18 a workday and/or 40 hours in a workweek.

19 18. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
21 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
22 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
23 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

24 19. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
25 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
26 for each work day that a legally compliant meal and/or rest break was not provided. Employers
27 cannot require, cause, or permit an employee to work more than five (5) hours per day without
28 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,

1 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
2 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to
3 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
4 no employer shall require an employee to work during any rest period. Rest periods requirements
5 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
6 hours, or major fraction thereof, that employee worked.

7 20. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
8 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
9 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
10 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and
11 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
12 discretion of DEFENDANTS.

13 21. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
14 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more
15 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
16 workload and expectations, and/or other actions, inactions, or decisions made by and within the
17 sole control and discretion of DEFENDANTS.

18 22. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
19 alleges, that any purported appearance of meal and rest break compliance is because
20 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
21 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
22 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
23 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
24 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
25 timekeeping records.

26 23. DEFENDANTS knew, or should have known, that their behavior caused
27 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
28 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose

1 not to pay meal and rest period premiums required by law.

2 24. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
3 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
4 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

5 (1) For any employer who employs 26 or more employees:

6 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

7 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

8 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

9 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

10 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

11 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

12 (2) For any employer who employs 25 or fewer employees:

13 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

14 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

15 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

16 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

17 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

18 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

19 25. The minimum wage standard applies to each hour employees worked for which they
20 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
21 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
22 an average hourly wage above minimum wage.

23 26. As alleged throughout this Complaint, due to the company-wide failures of
24 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
25 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
26 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
27 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
28 timekeeping records to hide this fact.

1 27. California Labor Code 226(a) requires employers to create and provide to
2 employees true and accurate employment records. California Labor Code section 226(e) provides
3 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
4 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
5 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
6 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
7 \$1,000 per employee for each subsequent violation.

8 28. California Labor Code 1174(d) requires employers to keep payroll records showing
9 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
10 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain
11 same.

12 29. California Labor Code section 1198 provides that maximum hours and standard
13 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
14 to the applicable Wage Order, employers must keep accurate records of when employees begin and
15 end each work period and each meal period.

16 30. DEFENDANTS knowingly provided employees with records that do not meet the
17 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
18 accurately document, among other things, employees off-the-clock work. As a result,
19 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
20 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

21 31. The statements in question are deficient in many other ways, including, but not
22 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
23 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
24 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
25 properly, failure to list the full legal name and address of the employer, failure to list inclusive
26 dates for which employees are paid, failure to provide employees with the ability to easily access
27 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
28 worked as a result of off-the-clock work.

1 32. DEFENDANTS willfully failed to maintain accurate payroll records for
2 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
3 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
4 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
5 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,
6 thereby causing further injuries to each of them.

7 33. California Labor Code section 204 requires that all wages earned, other than those
8 due upon termination, be paid on time as defined by the statute.

9 34. As a result of the numerous company-wide failures of DEFENDANTS as described
10 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
11 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
12 wages, overtime wages, and/or double time wages within the statutorily required time period.

13 35. California Labor Code sections 201, 202, and 203 provide that employees who are
14 terminated are due all wages earned immediately. Employees who resign their employment without
15 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
16 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
17 their resignation becomes effective.

18 36. DEFENDANTS terminated their employment relationship with
19 REPRESENTATIVE PLAINTIFF on May 8, 2020. Accordingly, REPRESENTATIVE
20 PLAINTIFF was due all wages earned immediately.

21 37. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final
22 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
23 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE PLAINTIFF.
24 Due to the company-wide failures of DEFENDANTS as described throughout this Complaint,
25 DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon
26 their discharge or resignation.

27 38. Codified in California Labor Code section 2810.5, California's Wage Theft
28 Protection Act requires employers to provide employees with basic information at the time of

1 hiring and when changes occur to their employment. The Wage Theft Protection Act provides that
2 an employee must be furnished with written notice of, at the time of hiring; rate of pay (including
3 overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and
4 allowances claimed such as meal or lodging. This notice must include a statement that the
5 employee can accrue and use sick leave, has the right to request and use paid sick leave, may not
6 be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a
7 complaint against any employer who does so retaliate.

8 39. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about July 2012, and
9 REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or about May 8,
10 2020. During that time, changes, including, but not limited to, raises, promotions, title changes,
11 relocations, and new and additional assignments were earned by and/or assigned to
12 REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to
13 REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C)
14 and the Wage Theft Prevention Act.

15 40. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and
16 other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to
17 furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
18 with such basic information and written notice of, among other things, their rate of pay (including
19 overtime), their right to accrue and request paid sick leave, and their right to file a complaint
20 against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish
21 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written
22 notices as required.

23 41. California Labor Code Sections 2800 and 2802 require that an employer indemnify
24 employees for all necessary expenditures or losses incurred by the employee in direct consequence
25 of the discharge of their duties.

26 42. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
27 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
28 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,

1 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
2 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
3 absent incurring these personal expenses. DEFENDANTS failed to indemnify
4 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
5 expenditures or losses accordingly.

6 43. California Labor Code section 246 provides that an employee who works for the
7 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
8 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
9 commencement of employment. Employers must provide employees with written notice setting the
10 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
11 statements (as described in Labor Code section 226) or in a separate writing accompanying such
12 wage statements.

13 44. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about July,
14 2012 and worked for DEFENDANTS until on or about May 8, 2020. REPRESENTATIVE
15 PLAINTIFF and other AGGRIEVED EMPLOYEES worked for DEFENDANT for more than 30
16 days, triggering the protections of Labor Code section 246 as described above. Nevertheless,
17 DEFENDANTS failed to furnish upon REPRESENTATIVE PLAINTIFF and other AGGRIEVED
18 EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such
19 wage statements, the amount of sick leave available to REPRESENTATIVE PLAINTIFF and other
20 AGGRIEVED EMPLOYEES.

21 45. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
22 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED
23 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
24 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
25 and based thereon alleges, that these practices were experienced and continue to be experienced by
26 the other AGGRIEVED EMPLOYEES.

27 46. California Labor Code section 558(a) provides that any employer, including
28 individuals acting on behalf of employers, that violates, or causes to be violated, a section of the

1 Labor Code or any applicable Wage Orders are subject to the following penalties;

- 2 • \$50 for any initial violation for each underpaid employee for each pay period for
- 3 which the employee was underpaid in addition to an amount sufficient to recover
- 4 unpaid wages;
- 5 • \$100 for each subsequent violation for each underpaid employee for each pay period
- 6 for which the employee was underpaid in addition to an amount to recover unpaid
- 7 wages;

8 47. Labor Code section 558.1 permits joint and several liability as to both an individual
9 and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code
10 section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

11 48. DEFENDANTS are employers, and DEFENDANT EDWARDS, acting on behalf
12 thereof, violated REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' rights
13 by violating, or causing to be violated, various sections of this code as described throughout this
14 Complaint.

15 **FIRST CAUSE OF ACTION**

16 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

17 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
18 **inclusive)**

19 49. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
20 contained in each of the preceding paragraphs and each and every part thereof with the same force
21 and effect as though fully set forth herein.

22 50. PAGA expressly establishes that any provisions of the California Labor Code which
23 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
24 divisions, commissions, boards, agencies or employees for a violation of the California Labor
25 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
26 himself or herself, and other current or former employees.

27 51. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
28 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized

1 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
2 penalty.

3 52. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
4 employees, are “AGGRIEVED EMPLOYEES” within the meaning of California Labor Code
5 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
6 the alleged violations was committed against them.

7 **Failure to Pay Overtime / Double Time**

8 53. DEFENDANTS failure to pay legally required overtime and double time wages to
9 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
10 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
11 sections 510 and 1198.

12 **Failure to Provide Meal and Rest Periods**

13 54. DEFENDANTS failure to provide legally required meal and rest periods to
14 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
15 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
16 applicable Wage Orders.

17 **Failure to Pay Minimum Wages**

18 55. DEFENDANTS failure to pay legally required minimum wages to
19 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
20 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
21 and the applicable Wage Orders.

22 **Failure to Keep Accurate and Provide Itemized Wage Statements**

23 56. DEFENDANTS failure to keep accurate and provide itemized wage statements to
24 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity
25 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

26 **Failure to Timely Pay Wages During Employment**

27 57. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
28 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
12.

1 unfair activity prohibited by California Labor Code section 204.

2 **Failure to Timely Pay Wages Upon Termination**

3 58. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
4 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
5 activity prohibited by California Labor Code sections 201, 202, and 203.

6 **Failure to Provide Information Required by the Wage Theft Prevention Act**

7 59. DEFENDANTS failure to provide basic information to REPRESENTATIVE
8 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their
9 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
10 Labor Code section 2810.5(a)(1)(A)-(C).

11 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

12 60. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
13 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
14 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

15 **Failure to Provide Notice of Paid Sick Time and Accrual**

16 61. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
17 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
18 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
19 itemized wage statements or in a separate writing accompanying such statements constitutes
20 unlawful and/or unfair activity prohibited by California Labor Code section 246.

21 **Civil Penalties**

22 62. DEFENDANT EDWARDS' actions, as outlined above, on behalf of
23 DEFENDANTS that violated, or caused to be violated, the above-mentioned labor codes constitute
24 unfair and/or unlawful activity in violation of California Labor Code section 558(c). California
25 Labor Code section 558(c) specifically clarifies that penalties in this section are in addition to any
26 other civil penalty.

27 63. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
28 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover

1 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
2 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
3 Code section 218.5, including but not limited to:

4 a. Penalties under California Labor Code section 2699 in the amount of a
5 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,
6 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
7 subsequent violation;

8 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
9 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
10 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
11 period for each subsequent violation;

12 c. Penalties under California Labor Code section 210 in addition to, and
13 entirely independent and apart from, any other penalties provided in the California Labor
14 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
15 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
16 per pay period for each subsequent violation; and

17 d. Any and all additional penalties and sums as provided by the California
18 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
19 California Labor Code 558(a).

20 64. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
21 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
22 Agency for the enforcement of labor laws and education of employers and employees about their
23 rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

24 65. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover
25 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
26 2699 and any other applicable statute.

27 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
28 request relief as described below:

1 **PRAYER**

2 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
3 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

- 4 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
5 Procedure Section 1021.5;
6 2. Statutory penalties under PAGA;
7 3. Costs of suit; and
8 4. Such further relief as the Court deems just and proper.

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10 Dated: March 5, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

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12 By: /s/ Haig B. Kazandjian
13 Haig B. Kazandjian, Esq.,
14 Cathy Gonzalez, Esq.,
15 Kevin Crough, Esq.,
16 Attorneys for Plaintiff KANG KIM,
17 individually and on behalf of other
18 AGGRIEVED EMPLOYEES
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