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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Megan Dietenhofer, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ARTEMIO RAMIREZ, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

HOBIE CAT COMPANY, a Missouri
Corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2020-00032735-CU-OE-CTL

CLASS ACTION COMPLAINT:

- (1) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198)**
- (3) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS (LABOR CODE § 226.7, 516, 558);**
- (5) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);**
- (6) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203); and**
- (7) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Artemio Ramirez (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this Class Action Complaint (“Complaint”) against Defendant Hobie Cat
3 Company, a Missouri Corporation and DOES 1 through 100, inclusive (collectively
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194 *et seq.*,
9 1198, and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to
10 seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
16 avail themselves to the California market so as to render the exercise of jurisdiction over them by
17 the California courts consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to California
20 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
21 complained of hereon occurred in the County of San Diego. Defendants own, maintain offices,
22 transact business, have agent(s) within the County of San Diego, and/or otherwise are found
23 within the County of San Diego, and Defendants are within the jurisdiction of this Court for
24 purposes of service of process.

25 **PARTIES**

26 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
28 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-

1 exempt employee. Plaintiff was and is a victim of Defendants' policies and/or practices
2 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
3 by California Business & Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226, 226.7,
4 510, 512, 516, 558, 1194, *et seq.*, 1198, and Wage Order 1, which sets employment standards for
5 the manufacturing industry.

6 6. Plaintiff is informed and believes, and based thereon alleges, that during the statute
7 of limitations periods relevant to each cause of action pled in this Complaint and continuing to
8 the present, Defendants were (and continue to be) in the business of manufacturing and selling
9 kayaks, sailboats, and paddle boards in San Diego County, and employed Plaintiff and other,
10 similarly-situated non-exempt employees within San Diego County and the State of California
11 and, therefore, were (and are) doing business in San Diego County and the State of California.

12 7. Plaintiff does not know the true names or capacities, whether individual, partner,
13 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
14 defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend
15 this Complaint when such true names and capacities are discovered. Plaintiff is informed,
16 believes, and based thereon alleges that each of said fictitious defendants, whether individual,
17 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiff and the Classes (as defined in Paragraph 20) to be subject to the
19 unlawful employment practices, wrongs, injuries, and damages complained of herein.

20 8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
21 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

1 10. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
5 members of the Classes.

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

10 **GENERAL FACTUAL ALLEGATIONS**

11 12. Plaintiff was employed by Defendants as a non-exempt employee from
12 approximately 1996 until approximately December 2019.

13 13. Defendants required Plaintiff and other non-exempt employees to work four 10-
14 hour shifts per workweek, pursuant to a purported alternative workweek schedule (“AWS”).
15 However, upon information and belief, the AWS was not properly instituted because, prior to any
16 AWS election, Defendants failed to follow the notice/disclosures procedures required by Wage
17 Order 1, § 3(C), including (but not limited to) by failing to provide proper written
18 notice/disclosure regarding the AWS to Plaintiff and other non-exempt employees and/or failing
19 to provide written notice/disclosure regarding the AWS in Spanish, even though at least 5% of
20 Defendants’ workforce primarily speak Spanish. As a result of its failure to properly institute an
21 AWS, Defendants have improperly failed to pay Plaintiff and other non-exempt employees time-
22 and-a-half for all overtime hours worked, resulting in unpaid overtime wages.

23 14. Defendants have also failed to pay Plaintiff and other non-exempt employees for
24 all hours worked, including (but not limited to) by requiring and/or permitting employees to work
25 while off-the-clock. This has resulted in Plaintiff and other non-exempt employees not being paid
26 all required wages for all hours worked, including minimum wages and overtime wages.

27 15. Defendants also failed to provide Plaintiff and other putative class members with
28 all legally compliant meal periods due to Defendants’ meal period policies/practices, which have

frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendants failed to provide Plaintiff or other non-exempt employees with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

16. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Plaintiff and other employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code section 226.7 and did not pay Plaintiff or other non-exempt employees any rest period premiums.

17. As a result of the above violations, Defendants have issued inaccurate wage statements to Plaintiff and other non-exempt employees because, among other things, the wage statements issued do not include all wages earned and fail to reflect meal and rest period premium pay for meal and rest period violations.

18. As a result of the above violations, Defendants also failed to timely pay Plaintiff and other former non-exempt employees all wages owed at the time of their respective separations from employment.

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

CLASS ACTION ALLEGATIONS

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who (i) were subject to Defendants' timekeeping and/or payroll policies and/or (ii) worked pursuant to a purported AWS, at any time from April 6, 2016 through the present.
- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and/or payroll policies, at any time from April 6, 2016 through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time from April 6, 2016 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 of 3.5 hours or more, at any point from April 6, 2016 through the present.
- e. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who were employed by Defendants at any time from April 6, 2019 through the present.
- f. The Waiting Time Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended at any time from April 6, 2017 through the present.

21. **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 Class Members number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

22. **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 violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194, by requiring overtime work and not paying for said work according to the overtime laws of the State of California;
- ii. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided meal and rest period premium payments for non-compliant meal and rest periods;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants failed to pay members of the Waiting Time Class all of their final wages at the time of separation of employment.

23. **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, including their uniform policies and/or practices dealing with payment for all hours worked and with overtime payment, and their failure to provide lawful meal periods and authorize and permit lawful rest periods. As such, these 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.

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1 24. **Typicality:** Plaintiff's claims are typical of the Classes' claims because
2 Defendants employed Plaintiff as a non-exempt employee in California during the statutes of
3 limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,
4 like the members of the Classes, was deprived of all minimum and/or overtime wages for all hours
5 worked, was not provided all meal periods, was not authorized and permitted all rest periods, did
6 not receive premium pay for meal and rest period violations, was not paid all wages owed at
7 termination of employment, and was not provided with accurate, itemized wage statements.

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

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

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

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

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

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

17 29. Plaintiff and members of the Overtime Class worked overtime hours for
18 Defendants. At all times relevant herein, Defendants were required to properly compensate hourly
19 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
20 hours worked pursuant to California Labor Code § 1194 and IWC Wage Order No. 1. Wage Order
21 1, § 3(B) requires an employer to pay an employee “one and one-half (1½) times such employee’s
22 regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours in a
23 workweek. Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an
24 employee double the employee’s regular rate of work in excess of 12 hours each workday and/or
25 any work in excess of eight (8) hours on the seventh day of the workweek. Defendants caused
26 Plaintiff and the members of the Overtime Class to work overtime and/or double-time hours but
27 did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half
28 times their regular rate of pay (or double-time, in the case of double-time hours) for such hours.

30. Defendants' policy and practice of requiring overtime work and not paying for all overtime hours worked violates California Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198, and Wage Order 1.

31. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and Overtime Class members in a civil action for the unpaid amount of overtime wages owing, including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit per Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

33. Wage Order 1, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194 and 1194.2 provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance plus attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages, and interest accrued thereon.

34. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law, including, but not limited to, by failing to pay for all hours actually worked. Thus, Plaintiff and members of the Minimum Wage Class were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

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

1 36. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
3 not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 1.

6 37. Defendants' practice and uniform administration of corporate policy regarding
7 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
8 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
9 liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of
10 suit according to California Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil
11 Procedure § 1021.5.

12 **THIRD CAUSE OF ACTION**

13 **MEAL PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed in their affirmative obligation to provide all of their non-exempt employees in California,
18 including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods
19 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
20 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
21 of the Meal Period Class at their respective regular rates of compensation, in accordance with
22 California Labor Code §§ 204, 210, 226.7, and 512.

23 40. As a result, Defendants are responsible for paying premium compensation for meal
24 period violations including interest thereon, statutory penalties, civil penalties, attorneys' fees,
25 and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage
26 Order 1, and Civil Code §§ 3287(b) and 3289.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 42. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
6 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
8 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods,
9 Defendants did not pay these individuals an additional hour of pay at their respective regular rate
10 for the rest periods that they failed to authorize and permit them to take, as required by Labor
11 Code § 226.7.

12 43. Defendants' policies and practices described herein are unlawful and create an
13 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
14 unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil
15 penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516,
16 558, and 1198 and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

17 **FIFTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

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

21 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and members of the Wage Statement Class with complete and accurate itemized wage statements
24 in violation of Labor Code § 226 *et seq.*

25 46. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
26 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
27 them of the information necessary to identify the discrepancies in Defendants' reported data.

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

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

49. 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 termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their termination, including, among other things, all earned minimum and overtime wages and all meal and rest period premiums owed.

51. 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 Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

52. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time 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. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 54. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all earned overtime
8 wages; (b) failing to pay Plaintiff and members of the Minimum Wage Class at least the statutory
9 minimum wage for all hours worked; (c) failing to provide all required meal periods to Plaintiff
10 and members of Meal Period Class, and/or failing to pay them meal period premiums payments;
11 (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of
12 the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) failing to
13 issue accurate, itemized wage statements to Plaintiff and members of the Wage Statement Class;
14 and (f) failing to pay Plaintiff and members of the Waiting Time Class all wages due at separation
15 of employment.

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

21 56. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
22 conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks
23 full restitution of monies, as necessary and according to proof, to restore any and all monies
24 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
25 §§ 17203 and 17208.

26 57. The acts complained of herein occurred within the last four years immediately
27 preceding April 6, 2020.

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58. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution, to secure injunctive relief on behalf of Plaintiff and 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 he is entitled to recover under Code of Civil Procedure § 1021.5.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for injunctive relief and restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6 and 1194(a) and Civil Code §§ 3287 and 3289;

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

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

Dated: September 17, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: September 17, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff