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Superior Court of California
County of Riverside

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

STEVE DIAB QAWAS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SOCAL FRAMING, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. RIC1902588

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (5) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (8) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Steve Diab Qawas (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class Action Complaint (“Complaint”) against SoCal
3 Framing, Inc., a California 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 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226
8 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, California
9 Business and Professions Code §§ 17200, *et seq.*, and Industrial Welfare Commission Wage
10 Order No. 16-2001 (“Wage Order 16”), in addition to seeking declaratory relief and restitution.
11 This class action is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a California resident, residing in the County of Riverside. During
24 the four years immediately preceding the filing of the Complaint in this action, and within the
25 statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
26 employed by Defendants as a non-exempt employee in the County of Riverside. Plaintiff was,
27 and is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
28 property, and have been deprived of the rights guaranteed by California Labor Code §§ 201-204,

226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, California Business and Professions Code §§ 17200, *et seq.*, and Wage Order 16, which sets employment standards for the construction industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and do) business by operating as a construction contractor specializing in framing, in the state of California, specifically in the County of Riverside, and therefore, were (and are) doing business in the County of Riverside and the State of California.

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

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all similarly situated employees.

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

8. At all times mentioned herein, Defendants, and each of them, were members of 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 (as defined herein).

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate as general contractors providing framing and other home
6 renovation services. Plaintiff worked for Defendants as a non-exempt employee beginning in
7 approximately June 2016 until approximately August 2020. Plaintiff's primary job duties
8 consisted of driving a forklift, operating heavy machinery, and framing.

9 10. Throughout his employment, Defendants paid Plaintiff on a piece-rate basis.
10 Plaintiff and other non-exempt employees were compensated exclusively on a piece-rate basis,
11 and Defendants did not maintain any record of the hours worked by Plaintiff or other non-exempt
12 employees who were compensated on a piece-rate basis.

13 11. Defendants failed to pay Plaintiff and other non-exempt employees who were
14 compensated on a piece-rate basis for so-called "non-productive" time (i.e., hours that they were
15 working but were not actually performing piece-rate work), such as time spent performing
16 maintenance on machines, refueling equipment, refilling supplies, waiting in between
17 assignments, and other tasks that were not directly related to the piece-rate tasks. Under
18 Defendants' piece-rate compensation system, Plaintiff and other non-exempt employees were not
19 compensated for any time spent performing such tasks. As a result of these practices, Defendants
20 did not pay Plaintiff and other non-exempt employees for all hours worked at the minimum wage
21 when they were being compensated on a piece-rate basis, as Defendants failed to pay Plaintiff for
22 non-productive hours. *See Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36
23 (holding that a piece-rate compensation structure that does not separately compensate employees
24 for non-productive time violates California minimum wage laws).

25 12. Additionally, during Plaintiff's employment with Defendants, Plaintiff worked in
26 excess of 8 hours per day. However, as a result of being compensated solely on a piece-rate basis,
27 exclusive of overtime premiums, Plaintiff and other non-exempt employees were not
28 compensated at one and one-half times their regular rate of pay for hours worked in excess of 8

1 hours per day and/or 40 hours per week and were therefore deprived of all overtime compensation.
2 In fact, Defendants expressly informed Plaintiff and other non-exempt employees that they would
3 not be paid for overtime hours, despite knowing that the demands of the job would require
4 Plaintiff and other non-exempt employees to work more than 8 hours per day and/or 40 hours per
5 week. Further, as a result of Defendants' failure to record the hours Plaintiff and other non-exempt
6 employees worked, Plaintiff and other non-exempt employees did not receive all overtime
7 compensation to which they were entitled.

8 13. In addition, Defendants did not properly compensate Plaintiff or other non-exempt
9 employees paid on a piece-rate basis for rest periods, as required under Labor Code 226.2 and
10 *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, 872 ("under the rule of *Armenta v.*
11 *Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323, rest periods must be separately compensated in a
12 piece-rate system."). Although Defendants maintained a payroll code listed as "Rest & Recovery"
13 for rest period compensation, Defendants did not in fact separately compensate Plaintiff and other
14 non-exempt employees for rest periods. Instead, upon information and belief, Defendant relabeled
15 a portion of the gross piece-rate wages as "Rest & Recovery" compensation, such that the gross
16 wages paid simply matched the total piece-rate wages with no additional wages paid for rest
17 periods. Accordingly, Defendants are liable for rest period premiums for their failure to accurately
18 compensate Plaintiff and other non-exempt employees paid on a piece-rate basis for rest periods.

19 14. Defendants also failed to provide Plaintiff and other non-exempt employees with
20 all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices
21 that failed to provide timely, duty-free 30-minute first meal periods commencing before the end
22 of the fifth hour of work, in violation of Labor Code § 512 and Wage Order 16, § 10. Defendants
23 also failed to provide Plaintiff and other non-exempt employees with a second duty-free, 30-
24 minute meal period when they worked shifts in excess of 10.0 hours. On occasions when Plaintiff
25 and other non-exempt employees were not provided with all lawful meal periods to which they
26 were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an additional
27 hour of premium pay at their respective regular rates of pay for each workday in which a meal
28 period violation occurred, as required by Labor Code § 226.7. Upon information and belief,

1 Defendants failed to maintain a pay code for the payment of meal period premium payments as
2 required by Labor Code § 226.7.

3 15. As a result of Defendants' failure to pay all minimum wages, overtime wages, and
4 meal and rest period premium wages, Defendants also maintained inaccurate payroll records and
5 issued inaccurate wage statements to Plaintiff and failed to pay all final wages owed to Plaintiff
6 and other non-exempt employees upon their separation of employment.

7 **CLASS ACTION ALLEGATIONS**

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

10 a. The Minimum Wage Class consists of all of Defendants' current and former non-
11 exempt employees in California who performed work that was compensated on a
12 piece-rate basis, during the four years immediately preceding the filing of the
13 Complaint through the present.

14 b. The Overtime Class consists of all of Defendants' current and former non-exempt
15 employees in California who worked more than 8 hours per day and/or 40 hours
16 per week, during the four years immediately preceding the filing of the Complaint
17 through the present.

18 c. The Rest Period Class consists of all of Defendants' current and former non-
19 exempt employees in California who worked at least one shift in excess of 3.5
20 hours while performing work that was compensated on a piece-rate basis, during
21 the four years immediately preceding the filing of the Complaint through the
22 present.

23 d. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who: (i) worked at least one shift in excess of 5.0
25 hours without their timekeeping records reflecting a meal period of at least 30
26 minutes in duration commencing prior to the conclusion of the fifth hour of work,
27 and who did not receive a corresponding meal period premium payment for such
28 shifts; and/or (ii) worked at least one shift in excess of 10.0 hours without their

timekeeping records reflecting a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who did not receive a corresponding meal period premium payment for such shifts, during the four years immediately preceding the filing of this action through the present.

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

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

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **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 failed to pay members of the Minimum Wage Class at least the statutory minimum wage for all hours worked, pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

ii. Whether Defendants' violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class

- 1 to perform overtime work and not paying for said work in accordance with the
2 overtime laws of the State of California;
- 3 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
4 properly compensate members of the Overtime Class and/or Minimum Wage
5 class;
- 6 iv. Whether Defendants authorized and permitted all lawful rest periods to members
7 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 8 v. Whether Defendants provided all legally compliant meal periods to members of
9 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 10 vi. Whether Defendants correctly paid rest and/or meal period premium payments for
11 non-compliant rest and/or meal periods pursuant Labor Code § 226.7;
- 12 vii. Whether Defendants furnished legally compliant wage statements to members of
13 the Wage Statement Class pursuant to Labor Code § 226; and
- 14 viii. Whether Defendants paid all wages/compensation due upon separation to
15 members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

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

23 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
24 Plaintiff was employed by Defendants as non-exempt employees in California during the statutes
25 of limitation periods applicable to each cause of action pled herein. As alleged herein, Plaintiff,
26 like the members of the Classes, was deprived of all minimum and overtime wages owed, rest
27 and meal period premium wages, and was not paid all wages upon separation of employment.

28 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary

1 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
2 Plaintiff's attorneys are ready, willing, and able to represent the members of the Classes and
3 Plaintiff fully and adequately. Plaintiff's attorneys have prosecuted and defended numerous wage
4 and hour class actions in state and federal courts in the past, and are committed to vigorously
5 prosecuting this action on behalf of the members of the Classes.

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

As such, the Classes (as defined in Paragraph 16) are maintainable under § 382 of the Code of Civil Procedure.

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

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

24. Wage Order 16, § 4 and California 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(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

25. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class 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 16.

26. 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.

27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 16.

28. The foregoing practices and policies are unlawful and create an entitlement to

1 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
2 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
3 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
4 1194, 1197, and 1198, Wage Order 16, and Code of Civil Procedure § 1021.5.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **(AGAINST ALL DEFENDANTS)**

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

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

13 31. At all times relevant herein, Defendants were required to properly pay Plaintiff
14 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
15 Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee
16 "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess
17 of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek.

18 32. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
19 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime
20 Class at one and one-half times their regular rate of pay for such hours.

21 33. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
23 premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and
24 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
25 16, and Code of Civil Procedure § 1021.5.

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

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

35. Wage Order 16, § 11 and Labor Code §§ 226.7, 516, and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Further, Labor Code § 226.2 and *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864 (2013) mandate that employees paid pursuant to a piece-rate compensation system be compensated separately for their rest periods.

36. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants did not accurately compensate Plaintiff and members of the Rest Period Class for all rest periods to which they were legally entitled, and/or did not authorize and permit members of the Rest Period Class to take the paid rest periods to which they are legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

37. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 16, and Code of Civil Procedure § 1021.5.

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

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

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California,

1 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
2 in accordance with the mandates of the California Labor Code and Wage Order 16, § 10, for the
3 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
4 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
5 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
6 California Labor Code §§ 226.7 and 512.

7 40. As a result, Defendants are responsible for paying premium compensation for meal
8 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
9 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Code of Civil Procedure §
10 1021.5.

11 **FIFTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(AGAINST ALL DEFENDANTS)**

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

15 42. Defendants have engaged and continue to engage in unfair and/or unlawful
16 business practices in California in violation of California Business and Professions Code § 17200,
17 *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages owed, and
18 rest and meal period premium wages.

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

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

28 45. The acts complained of herein occurred within the four years immediately

preceding the filing of the Complaint in this action.

46. 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 and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

49. Defendants' failures in furnishing Plaintiff and 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, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

50. 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.*

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(AGAINST ALL DEFENDANTS)

52. This cause of action is brought pursuant to Labor Code §§ 201-203 which require employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if 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 intent to quit, said employee's wages become due and payable not later than 72 hours upon employee's last date of employment.

54. 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 (30) 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.

(AGAINST ALL DEFENDANTS)

56. Defendants have committed several Labor Code violations against Plaintiff,

members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations;

- a. Failing to compensate Plaintiff and other aggrieved employees all overtime wages earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to compensate Plaintiff and other aggrieved employees all minimum wages earned in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
- c. Failing to provide Plaintiff and other aggrieved employees with their statutorily mandated meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take their statutorily mandated rest periods and failing to pay rest period premiums in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3;
- f. Failing to timely pay Plaintiff and other aggrieved employees with all final wages

in violation of Labor Code §§ 201-203;

g. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice each calendar month in violation of Labor Code § 204; and

h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

57. On September 8, 2020, Plaintiff notified Defendant SoCal Framing, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail 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 herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

58. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other similarly 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 receive under California Labor Code § 2699.

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, 516, 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, 512 and 558;

8. Upon the Fifth Cause of Action, for 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 California Business and Professions Code § 17200 *et seq.*;

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

10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 56 (a)-(h) above.;

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

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 1194 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

2
3 Respectfully submitted,
Dated: March 5, 2021 HAINES LAW GROUP, APC

4
5 By: 
6 Fletcher W. Schmidt
7 Attorney for Plaintiff

8 **DEMAND FOR JURY TRIAL**

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

10
11 Respectfully submitted,
Dated: March 5, 2021 HAINES LAW GROUP, APC

12
13 By: 
14 Fletcher W. Schmidt
15 Attorney for Plaintiff

PROOF OF SERVICE

Steve Diab Qawas v. Socal Framing, Inc.
Riverside County Superior Court Case No. RIC1902588

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 El Segundo, California 90245.

On March 5, 2021, I served the foregoing document(s) described as:

FIRST AMENDED CLASS ACTION COMPLAINT

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

Spencer C. Skeen, Esq.
Email: spencer.skeen@ogletree.com
Nikolas T. Djordjevski, Esq.
Email: nikolas.djordjevski@ogletree.com
Yousaf M. Jafri, Esq.
Email: yousaf.jafri@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, California 92122
Attorneys for Defendant *SOCAL FRAMING, INC.*

☒ (VIA ELECTRONIC MAIL) Based on court order or an agreement of the parties to accept electronic service, I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

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

Executed on March 5, 2021, at El Segundo, California.


Jonathan Ramirez