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FILED
 Superior Court of California
 County of Los Angeles

DEC 28 2020

Sherri R. Carter, Executive Officer/Clerk
 By Roba Sanchez, Deputy

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

JAYVIN JACOBS, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

RTI SYSTEMS, INC., a California
 corporation; and DOES 1 through 100,

Defendants.

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CASE NO. 20STCV40907

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL
 OVERTIME WAGES (LABOR
 CODE §§ 204, 510, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 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 PENALTIES
 (LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER
 THE PRIVATE ATTORNEYS
 GENERAL ACT (LABOR
 CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

FAXED

1 Plaintiff Jayvin Jacobs (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants RTI Systems, Inc., a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges 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 and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 4 (“Wage
10 Order 4”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
11 Complaint 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 Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
22 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
23 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
24 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
25 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
26 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
27 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
28 and 2698 *et seq.*, and Wage Order 4, which sets employment standards for professional, technical,

1 clerical, mechanical and similar occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants provided and continue to provide remote security and surveillance, and visual project
5 management for construction sites and retail, commercial, and hospitality properties, and
6 employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles
7 County, and the State of California and, therefore, were (and are) doing business in Los Angeles
8 County and the State of California.

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

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

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

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

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

7 **GENERAL FACTUAL ALLEGATIONS**

8 10. Defendants provide remote security and surveillance services to construction sites
9 and retail, commercial, and hospitality properties. Plaintiff was employed by Defendants as a
10 non-exempt employee in the position of “operator” from approximately March 2018 until his
11 termination on or about September 18, 2020. Plaintiff’s job duties included monitoring multiple
12 surveillance cameras at Defendants’ Burbank, California office.

13 11. Throughout Plaintiff’s employment with Defendants, Defendants’ timekeeping
14 policies and/or practices resulted in Plaintiff and other non-exempt employees not being
15 compensated for all hours actually worked. During Plaintiff’s employment with Defendants,
16 Plaintiff clocked in and out for his work shift through a computer, however, Defendants’
17 policies/practices were to only compensate Plaintiff for eight (8) hours each workday, despite
18 Plaintiff regularly working shifts greater than eight (8) hours in length. As a result of these
19 policies/practices, Defendants failed to compensate Plaintiff for all minimum and overtime wages
20 owed.

21 12. Defendants’ meal period policies/practices failed to provide Plaintiff and other
22 non-exempt employees with all legally compliant meal periods because Defendants failed to
23 provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-
24 minute meal period commencing before the end of the fifth hour of work. Specifically, Plaintiff
25 was required to work through his meal periods because Defendants’ work demands prevented
26 Plaintiff from taking off-duty meal periods, as Plaintiff was required to monitor multiple
27 surveillance cameras throughout the duration of his work shift. Defendants acknowledged that
28 Plaintiff was not provided with an off-duty meal period, as they paid him for the time that he was

1 purportedly taking a meal period. However, despite paying Plaintiff for his meal periods as if he
2 was on duty, upon information and belief, Defendants maintained no legally valid on-duty meal
3 period agreement with Plaintiff, nor could Defendants lawfully utilize an on-duty meal period
4 agreement given the nature of the work. Additionally, despite clocking in and out of his work
5 shifts through a computer, Defendants did not require Plaintiff to clock out/in or otherwise record
6 his meal periods. On those occasions when Plaintiff was not provided with all legally-required
7 and compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff
8 with the required meal period premium for each workday in which he experienced a meal period
9 violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a
10 portion of the putative class period, Defendants maintained no payroll code for paying meal period
11 premiums under Labor Code § 226.7, in the event a legally-compliant meal period was not
12 provided to their non-exempt employees.

13 13. Plaintiff was not authorized and permitted to take all required and legally-
14 compliant rest periods due to Defendants' rest period policies/practices, which failed to authorize
15 and permit a net 10-minute off-duty rest period for every four hours worked, or major fraction
16 thereof. Specifically, Plaintiff was not authorized or permitted to take any off-duty rest periods
17 during his work shifts due to work demands, which required Plaintiff to monitor multiple
18 surveillance cameras throughout the duration of his work shift. On those occasions when Plaintiff
19 was not authorized and permitted to take all legally-required and compliant rest periods to which
20 he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium
21 for each workday in which he experienced a rest period violation as mandated by Labor Code §
22 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
23 rest period premiums as required by Labor Code § 226.7, in the event that a legally-compliant
24 rest period was not authorized and permitted to their non-exempt employees.

25 14. As a result of Defendants' failure to pay all minimum and overtime wages and
26 failure to pay all meal and rest period premium wages, Defendants failed to timely pay all final
27 wages to Plaintiff and other former employees upon their separation of employment from
28 Defendants, and maintained inaccurate payroll records and issued inaccurate wage statements to

Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

15. **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 worked over 8.0 hours in a workday and/or over 40 hours in a workweek and were subject to Defendants' timekeeping policies/practices, 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 policies/practices, 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 worked at least one shift in excess of 5.0 hours, at any time from April 6, 2016 through the present.
- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, at any time 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.

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

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

- 5 i. Whether Defendants properly paid all overtime wages to members of the Overtime
6 Class;
- 7 ii. Whether Defendants paid at least the minimum wage for all hours worked to
8 members of the Minimum Wage Class;
- 9 iii. Whether Defendants provided all legally compliant meal periods to members of
10 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 11 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
12 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 13 v. Whether Defendants provided meal and rest period premium payments for non-
14 compliant meal and rest periods;
- 15 vi. Whether Defendants furnished legally compliant wage statements to members of
16 the Wage Statement Class pursuant to Labor Code § 226; and
- 17 vii. Whether Defendants' policies and/or practices for the timing and amount of
18 payment of final wages to members of the Waiting Time Class at the time of their
19 separation of employment were lawful.

20 **18. Predominance of Common Questions:** Common questions of law and fact
21 predominate over questions that affect only individual members of the Classes. The common
22 questions of law set forth above are numerous and substantial and stem from Defendants' policies
23 and/or practices applicable to each individual class member, including but not limited to
24 Defendants' failure to implement a lawful meal and rest period policies, failure to provide
25 accurate wage statements and/or failure to pay all final wages. As such, the common questions
26 predominate over individual questions concerning each individual class member's showing as to
27 their eligibility for recovery or as to the amount of their damages.

28 **19. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

1 Plaintiff was employed by Defendants as a non-exempt employee in California during the
2 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
3 herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages
4 owed, was not provided all required meal periods, was not authorized and permitted all rest
5 periods, did not receive premium pay for meal and rest period violations, was not paid all wages
6 owed at termination of employment, and was not provided with accurate, itemized wage
7 statements.

8 **20. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
9 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 **21. 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 were 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 Class(es) 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 As such, the Classes identified in Paragraph 15 are maintainable as classes under § 382 of the
10 Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

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

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

19 24. At all times relevant herein, Defendants were required to properly compensate
20 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
21 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3
22 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
23 rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a
24 workweek. Defendants caused Plaintiff and members of the Overtime Class to work overtime
25 hours, but failed to credit these employees with all overtime hours actually worked.

26 25. The foregoing policies and practices are unlawful and create entitlement to
27 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
28 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and

costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

27. Wage Order 4, § 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. At all relevant times herein, Defendants failed to conform its 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 4.

28. 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.

29. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek penalties pursuant to Wage Order 4 § 20(A) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

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1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of compensation, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512.

12 32. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
14 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

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

26 35. Defendants' policies and practices described herein are unlawful and create an
27 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
28 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,

civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. 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 itemized wage statements in violation of Labor Code § 226 *et seq.*

38. Defendants' failures in furnishing Plaintiff and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures deprived them of the information necessary to identify the discrepancies in Defendants' reported data, and deprived them of the information required to be included under Labor Code § 226(a).

39. 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)

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

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

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

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

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

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

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

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

19 47. Defendants have engaged and continue to engage in unfair and/or unlawful
20 business practices in California in violation of California Business and Professions Code § 17200
21 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages
22 owed; (b) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages;
23 (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
24 which they are entitled, and failing to pay them meal period premium payments; (d) failing to
25 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they
26 are entitled, and failing to pay them rest period premium payments; (e) failing to issue accurate
27 and itemized wage statements to the Wage Statement Class; and (f) failing to pay Plaintiff and
28 members of the Waiting Time Class all wages due at separation of employment.

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

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

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

12 51. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
14 of Defendants' current non-exempt employees, and to enforce important rights affecting the
15 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
16 which he is entitled to recover under Code of Civil Procedure § 1021.5.

17 **EIGHTH CAUSE OF ACTION**
18 **PRIVATE ATTORNEYS GENERAL ACT**
19 **(AGAINST ALL DEFENDANTS)**

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

21 53. Defendants have committed several Labor Code violations against Plaintiff,
22 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
23 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
24 employees, brings this representative action against Defendants to recover the civil penalties due
25 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
28 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each

1 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
2 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
3 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
4 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
5 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
6 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for
8 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 9 a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
10 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
11 and 1198;
- 12 b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
13 Wage Class, and other aggrieved employees in violation of Labor Code §§
14 1182.12, 1194, 1194.2, 1197, and 1198;
- 15 c. Failing to provide all legally required meal periods, and failure to pay meal period
16 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
17 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
18 512, 558, and 1198;
- 19 d. Failing to authorize and permit all legally required rest periods, and failure to pay
20 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
21 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
22 516, 558, and 1198;
- 23 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
24 employees with complete, accurate, itemized wage statements in violation of
25 Labor Code § 226;
- 26 f. Failing to timely pay all final wages and compensation earned by Plaintiff, the
27 Waiting Time Class, and other aggrieved employees at the time of separation in
28 violation of Labor Code §§ 201, 202, and 203;

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

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

54. On October 23, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 53 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

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 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 §§ 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 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. 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 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

1 the Labor Code violations identified in Paragraph 53 (a)-(h);

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

4 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
5 §§ 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

7
8 Dated: December 28, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

9
10 By:



Paul K. Haines
Attorneys for Plaintiff

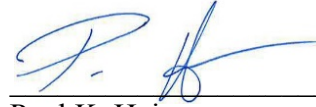
11
12 **DEMAND FOR JURY TRIAL**

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

14
15 Dated: December 28, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

16
17 By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Jayvin Jacobs v. RTI Systems, Inc.

Los Angeles County Superior Court Case No. 20STCV40907

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

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

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

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

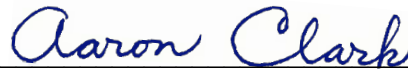
on the interested party(ies) in this action as follows:

Jeffrey M. Epstein, Esq.
Email: epstein@lubkawhite.com
LUBKA & WHITE LLP
222 E. Huntington Drive, Suite 215
Monrovia, CA 91016
Attorneys for Defendant RTI Systems, Inc.

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

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

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



Aaron Clark