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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV44366

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

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1182.12, 1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 204,
510, 558, 1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL
PERIODS (LABOR CODE §§ 226.7, 512,
558);**
- (4) **FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS (LABOR
CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(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
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACTION OF
2004 (LABOR CODE § 2698 *et seq.*)**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

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OSCAR GERARDO

1 Plaintiff Oscar Gerardo (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Second Amended Class and Representative Action Complaint (“SAC”) against
3 Stratasys Direct, Inc., a California corporation, and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et. seq.*, Labor Code 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in
10 addition to seeking declaratory relief and restitution. This SAC is brought pursuant to California
11 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
12 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
13 minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and
28 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage

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

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by being a self-described 3D printing, plastic molding and other manufacturing services. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County 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 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this SAC 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, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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 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 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a former employee of Defendants, worked at Defendants' facility in
5 Valencia, California during the four years immediately preceding the filing of the lawsuit in this
6 action. During his employment, Plaintiff's job duties included, without limitation, finishing parts
7 and prototypes.

8 10. During his employment with Defendants, Plaintiff was generally scheduled to
9 begin his shift at 6:00 a.m. and then later was scheduled to begin at 7:00 a.m. Defendants kept
10 track of Plaintiff's time worked by requiring Plaintiff to clock in and out by entering his unique
11 employee ID number and scanning his hand.

12 11. During his employment with Defendants, Defendants would keep track of
13 Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's
14 work time such that Plaintiff would not be fully paid for all time worked. This time-shaving
15 and/or rounding practice utilized by Defendants was not even-handed over time and would almost
16 exclusively round and shave in Defendants' favor such that Plaintiff was routinely unpaid for his
17 time worked. As a result, Defendants failed to pay Plaintiff all required minimum and overtime
18 wages.

19 12. Throughout his employment, Plaintiff was not provided all required meal periods
20 due to Defendants' meal period policies and practices which fail to provide uninterrupted, duty-
21 free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically,
22 as of the work demands imposed by Defendants, Plaintiff was often provided with a meal period
23 after his fifth hour of work in violation of California law.

24 13. Although Plaintiff was not provided with all legally-compliant meal periods to
25 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
26 premium for each workday in which he experienced a meal period violation as mandated by Labor
27 Code § 226.7. Upon information and belief during at least a portion of the class period,
28 Defendants maintained no payroll code or other mechanism for the payment of meal period

premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

14. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not authorized and permitted to take rest periods for every four hours worked, or *major fraction thereof*.

15. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

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

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

CLASS ACTION ALLEGATIONS

18. **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 Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies and practices, during the four years immediately preceding the filing of the lawsuit through the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or forty hours per week and were subjected to Defendants' timekeeping policies and practices, during the four years immediately preceding the filing of the lawsuit through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of the lawsuit through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class and/or (iv) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.

f. The Waiting Time Penalty Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class and/or (iv) Rest Period Class, who separated their employment with Defendants during the three years immediately preceding the filing of the lawsuit through the present.

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

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

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those

common questions include, without limitation:

- i. Whether Defendants properly paid all overtime wages at the regular rate to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1192, 1194, 1194.2, and 1198;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- v. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful; and
- vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

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

23. Typicality: The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the SAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum

1 and overtime wages, was not provided all required meal periods, did not receive meal period
2 premium wages when he was not provided compliant meal periods, was not authorized and
3 permitted all required rest periods, did not receive rest period premium wages when he was not
4 provided required rest periods, was not provided with accurate, itemized wage statements, and
5 was not paid all wages upon separation of his employment.

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

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

1 establish potentially incompatible standards of conduct for Defendants; and/or legal
2 determinations with respect to individual class members which would, as a practical matter, be
3 dispositive of the interest of the other class members not parties to adjudications or which would
4 substantially impair or impede the ability of the class members to protect their interests. Further,
5 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.
7 As such, the Classes identified in Paragraph 18 are maintainable as a Class under § 382 of the
8 Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

11 **(AGAINST ALL DEFENDANTS)**

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

14 27. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and
15 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
16 hours worked, and provide a private right of action for the failure to pay all minimum wage
17 compensation for all work performed.

18 28. At all times relevant herein, Defendants were required to properly compensate
19 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
20 California Labor Code §§ 1194, 1197 and 1198, and Wage Order 1. Wage Order 1, Section 4
21 requires an employer to pay to every employee on the established payday for the period involved
22 not less than the applicable minimum wage for all hours worked in the payroll period. Defendants
23 caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but
24 did not properly compensate Plaintiff and the members of the Minimum Wage Class at least
25 minimum wages for such hours.

26 29. At all times relevant herein, Defendants lacked good faith and had no reasonable
27 grounds for believing that their practices in failing to pay all minimum wages owed at the
28 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,

1 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing
2 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
3 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
4 Labor Code § 1194.2.

5 30. The foregoing practices and policies are unlawful and create entitlement to
6 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
7 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
8 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
9 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code
10 of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§
11 3287(b) and 3289.

12 **SECOND CAUSE OF ACTION**

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

14 **(AGAINST ALL DEFENDANTS)**

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

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

20 33. At all times relevant herein, Defendants were required to properly compensate
21 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
22 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
23 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
24 rate of pay" for work in excess of eight hours per workday and/or in excess of forty hours of work
25 in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the
26 employee's regular rate of pay for work in excess of twelve hours each work day and/or for work
27 in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants
28 caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the

Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

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

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(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 failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

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

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

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

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

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

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

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff and the Wage Statement Class Members with accurate, itemized wage statements that included among other requirements, accurate total gross wages earned, meal and rest period premiums, and total net wages earned in violation of Labor Code § 226 *et seq.*

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

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

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

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

48. 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.

49. Defendants failed to timely pay Plaintiff all of his final wages at the time of termination, which include, among other things, underpaid minimum, regular and overtime wages and meal and rest period premium wages. 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 members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

50. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

52. Defendants have engaged and continue to engage in unfair and/or unlawful

business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay all minimum and overtime wages owed, failing to provide all required meal periods, and failing to pay meal period premium wage payments.

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

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

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

56. 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 commission-paid 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.

EIGHTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

58. Defendants have committed several Labor Code violations against Plaintiff 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 other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558

1 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
2 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
3 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
4 amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each
5 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for
6 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
7 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each
8 subsequent violation per employee per pay period for those violations of the Labor Code for which
9 no civil penalty is specifically provided, based on the following Labor Code violations:

- 10 a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
11 pay Plaintiff and other aggrieved employees all overtime compensation earned;
- 12 b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
13 Plaintiff and other aggrieved employees the statutory minimum wage for all
14 hours worked;
- 15 c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
16 legally required meal periods and failing to pay meal period premiums to
17 Plaintiff and other aggrieved employees;
- 18 d) Defendant violated Labor Code §§ 226.7, 516 and 558 by failing to authorize
19 and permit Plaintiff and other aggrieved employees to take all required rest
20 periods and failing to pay rest period premiums to Plaintiff and other aggrieved
21 employees;
- 22 e) Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other
23 aggrieved employees with accurate and compliant itemized wage statements;
- 24 f) Defendant violated Labor Code § 204 by failing to pay Plaintiff and other
25 aggrieved employees all earned wages at least twice during each calendar month;
- 26 g) Defendant violated Labor Code § 1174 by failing to maintain accurate records
27 on behalf of Plaintiff and other aggrieved employees; and
28

h) . Defendant violated Labor Code §§ 201-203 by failing to timely pay Plaintiff and other aggrieved employees all final wages at the time of termination.

59. On November 17, 2020, Plaintiff notified Defendants 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 in Paragraph 47 (a)-(f). Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff’s November 17, 2020 correspondence. 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 Labor Code Private Attorneys General Act with respect to these violations. Subsequently, on February 2, 2022, Plaintiff filed a supplemental PAGA letter seeking civil penalties under the PAGA for rest period violations and failure to timely pay all wages upon termination of employment. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff’s February 2, 2022 correspondence.

60. 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.

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 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, 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 wage statement penalties pursuant to Labor Code § 226 *et seq.*;

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

10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Class 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 \$200.00 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) \$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; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$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 Labor Code violations cited in Paragraph 47 (a)-(f) above;

12. Prejudgment interest on all due and unpaid wages pursuant to California 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 §

1 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

3 Dated: April 11, 2022 Respectfully submitted,
LIDMAN LAW, APC

4
5 By:



6 Scott M. Lidman
7 Elizabeth Nguyen
8 Milan Moore
Attorneys for Plaintiff
OSCAR GERARDO

9
10 **DEMAND FOR JURY TRIAL**

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

12 Dated: April 11, 2022 Respectfully submitted,
LIDMAN LAW, APC

13
14 By:



15 Scott M. Lidman
16 Elizabeth Nguyen
17 Milan Moore
Attorneys for Plaintiff
OSCAR GERARDO

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

November 17, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

STRATASYS DIRECT, INC.
c/o CT Corporation System, Agent for Service
of Process
818 West Seventh Street, Suite 930
Los Angeles, Ca 90017

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

STRATASYS DIRECT, INC.
28309 Avenue Crocker
Valencia, Ca 91355

Re: *Oscar Gerardo v. Stratasys Direct, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Oscar Gerardo in claims arising from his employment with Stratasys Direct, Inc., a California corporation (“Defendant”). Mr. Gerardo is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Gerardo, a current employee, has been employed by Defendant since approximately 2008 through the present. However, since approximately February 2020, Mr. Gerardo has been on a medical leave of absence. Mr. Gerardo worked at Defendant’s facility in Valencia, California and job duties included, without limitation, finishing parts and prototypes.

During his employment with Defendant, Mr. Gerardo was generally scheduled to begin his shift at 6:00 a.m. and then later was scheduled to begin at 7:00 a.m. Defendant kept track of Mr. Gerardo’s time worked by requiring him to clock in and out by entering his unique employee ID number and scanning his hand.

During his employment with Defendant, Defendant would keep track of Mr. Gerardo’s time worked and would unlawfully shave Mr. Gerardo’s work time and/or round his work time such that Mr. Gerardo would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in

Defendant's favor such that Mr. Gerardo was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Gerardo all required minimum and overtime wages.

Throughout his employment, Mr. Gerardo was not provided all required meal periods due to Defendant's meal period policies and practices which fail to provide uninterrupted, duty-free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, as of the work demands imposed by Defendant, Mr. Gerardo was often provided with a meal period after his fifth hour of work in violation of California law.

Although Mr. Gerardo was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Gerardo 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 class period, Defendant maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Gerardo.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Gerardo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1194; 1194.2, 1197; The Wage Order 1, § 4. Mr. Gerardo and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused Mr. Gerardo and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Gerardo and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful timekeeping practices of rounding and/or shaving Mr. Gerardo's time worked. This practice by Defendant resulted in Defendant not paying Mr. Gerardo for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Gerardo and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendant had a policy/practice of shaving Mr.

Gerardo's work time and/or rounding Mr. Gerardo's work time such that he was not fully paid for all time worked. As a result of these policies/practices, Mr. Gerardo and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Gerardo and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, as a result of the work demands imposed by Defendant, Mr. Gerardo was often provided with a meal period after his fifth hour of work in violation of California law. As a result, Mr. Gerardo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Gerardo was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Gerardo and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Gerardo and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal period premium wages in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Gerardo and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Gerardo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Gerardo own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Gerardo and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Gerardo and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Gerardo and other aggrieved employees;

- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Gerardo and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 204 by failing to pay Mr. Gerardo and other aggrieved employees all earned wages at least twice during each calendar month; and
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Gerardo and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT B

EXHIBIT B

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

February 2, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

JACKSON LEWIS P.C.

Talya Z. Friedman
Eric J. Gitig
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Attorneys for Defendant Stratasys Direct, Inc.

Re: *Oscar Gerardo v. Stratasys Direct, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Oscar Gerardo in claims arising from his employment with Stratasys Direct, Inc., a California corporation (“Defendant”). Mr. Gerardo is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

By this letter, Mr. Gerardo hereby supplements his correspondence to the LWDA dated November 17, 2020 (the “LWDA letter”). Attached hereto as **Exhibit A** is a true and correct copy of the LWDA letter and is incorporated herein by reference. In addition to the Labor Code violations identified in the LWDA letter, Mr. Gerardo alleges Defendant is also liable for the following:

Rest Period Violations

Mr. Gerardo was not authorized and permitted to take all legally required and compliant rest periods due to Defendant’s unlawful rest period policies and practices. As a result of the work demands imposed by Defendant, Defendant’s rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, or *major fraction thereof*. See Labor Code §§ 226.7 and 516; the Wage Order 1, § 12. As a result, Defendant’s rest period policy and/or practices fail to authorize and

permit legally compliant duty-free rest periods, and Mr. Gerardo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Pay All Wages Upon Termination

Defendant failed to timely pay its former non-exempt employees all of their final wages at the time of separation, which include, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Further, Mr. Gerardo is informed and believes, that as a matter of uniform policy and practice, Defendant continues to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendant’s failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendant’s willful failure to timely pay aggrieved employees 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.

As an “aggrieved employee,” Mr. Gerardo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein and, in his LWDA letter. Based on Mr. Gerardo’s own investigation, and on information and belief, Defendant committed the following Labor Code violation, in addition to the violations set forth in Mr. Gerardo’s LWDA letter:

- a) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required and paid rest periods and failing to pay rest period premiums to Mr. Gerardo and other aggrieved employees;
- b) Defendant violated Labor Code § 203 by failing to pay Mr. Gerardo and other aggrieved employees for all wages owed at the time of their termination of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

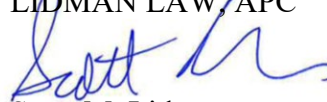

Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

November 17, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

STRATASYS DIRECT, INC.
c/o CT Corporation System, Agent for Service
of Process
818 West Seventh Street, Suite 930
Los Angeles, Ca 90017

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

STRATASYS DIRECT, INC.
28309 Avenue Crocker
Valencia, Ca 91355

Re: *Oscar Gerardo v. Stratasys Direct, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Oscar Gerardo in claims arising from his employment with Stratasys Direct, Inc., a California corporation (“Defendant”). Mr. Gerardo is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Gerardo, a current employee, has been employed by Defendant since approximately 2008 through the present. However, since approximately February 2020, Mr. Gerardo has been on a medical leave of absence. Mr. Gerardo worked at Defendant’s facility in Valencia, California and job duties included, without limitation, finishing parts and prototypes.

During his employment with Defendant, Mr. Gerardo was generally scheduled to begin his shift at 6:00 a.m. and then later was scheduled to begin at 7:00 a.m. Defendant kept track of Mr. Gerardo’s time worked by requiring him to clock in and out by entering his unique employee ID number and scanning his hand.

During his employment with Defendant, Defendant would keep track of Mr. Gerardo’s time worked and would unlawfully shave Mr. Gerardo’s work time and/or round his work time such that Mr. Gerardo would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in

Defendant's favor such that Mr. Gerardo was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Gerardo all required minimum and overtime wages.

Throughout his employment, Mr. Gerardo was not provided all required meal periods due to Defendant's meal period policies and practices which fail to provide uninterrupted, duty-free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, as of the work demands imposed by Defendant, Mr. Gerardo was often provided with a meal period after his fifth hour of work in violation of California law.

Although Mr. Gerardo was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Gerardo 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 class period, Defendant maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Gerardo.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Gerardo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1194; 1194.2, 1197; The Wage Order 1, § 4. Mr. Gerardo and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused Mr. Gerardo and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Gerardo and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful timekeeping practices of rounding and/or shaving Mr. Gerardo's time worked. This practice by Defendant resulted in Defendant not paying Mr. Gerardo for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Gerardo and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendant had a policy/practice of shaving Mr.

Gerardo's work time and/or rounding Mr. Gerardo's work time such that he was not fully paid for all time worked. As a result of these policies/practices, Mr. Gerardo and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Gerardo and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, as a result of the work demands imposed by Defendant, Mr. Gerardo was often provided with a meal period after his fifth hour of work in violation of California law. As a result, Mr. Gerardo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Gerardo was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Gerardo and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Gerardo and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal period premium wages in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Gerardo and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Gerardo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Gerardo own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Gerardo and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Gerardo and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Gerardo and other aggrieved employees;

- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Gerardo and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 204 by failing to pay Mr. Gerardo and other aggrieved employees all earned wages at least twice during each calendar month; and
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Gerardo and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

PROOF OF SERVICE

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On April 11, 2022, I served the foregoing document(s) described as:
SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT on the interested party(ies) in this action as follows:

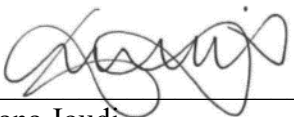
JACKSON LEWIS P.C.
Talya Z. Friedman (SBN 216158)
friedmant@jacksonlewis.com
Eric J. Gitig (SBN 307547)
Eric.gitig@jacksonlewis.com
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Tel: (213) 689-0404
Fax: (213) 689-0430

Attorneys for Defendant
STRATASYS DIRECT, INC.

☒ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to Case Anywhere.

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

Executed on April 11, 2022, at El Segundo, California.



Dana Joudi