

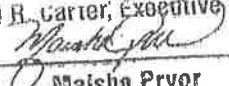
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ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 05 2021

Sherri R. Carter, Executive Office/Clerk
By: , Deputy
Maisha Pryor

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 ABEL MATA, individually and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 PURITAN BAKERY, INC., a California
15 corporation; and DOES 1 through 100,

16 Defendants.

Case No.: 21STCV03614

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

- 17 (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- 18 (2) **UNLAWFUL DEDUCTIONS**
FROM WAGES (LABOR CODE §§
19 **221-223);**
- 20 (3) **WAGE STATEMENT**
VIOLATIONS (LABOR CODE §
21 **226);**
- 22 (4) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203)
- 23 (5) **FAILURE TO REIMBURSE**
NECESSARY BUSINESS
24 **EXPENSES (LABOR CODE §§**
25 **2802, 2804); and**
- 26 (6) **UNFAIR COMPETITION (BUS. &**
PROF. CODE § 17200 et seq.)
- 27 (7) **CIVIL PENALTIES UNDER THE**
PRIVATE ATTORNEYS
28 **GENERAL ACT (LABOR CODE §**
2698 et seq.).

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Abel Mata (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Puritan Bakery, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 221-223,
8 226, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et. seq.*, Business & Professions Code
9 § 17200, *et. seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition
10 to seeking declaratory relief and restitution. This Complaint is brought pursuant to Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in the County of Los Angeles. Plaintiff worked for Defendants in Los Angeles County,
17 and Defendants own, maintain offices, transact business, have an agent or agents within Los
18 Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are
19 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 Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants. Plaintiff was, and is,
25 a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
26 property, and have been deprived of the rights guaranteed by Labor Code §§ 201-204, 221-223,
27 226, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et. seq.*, Business & Professions
28 Code § 17200, *et seq.* (“Unfair Competition Law”), and Wage Order 1.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this action and continuing to the present, Defendants did (and
3 continue to do) business in California as a manufacturer and distributor of baked goods, and
4 employed Plaintiff and other, similarly-situated employees within Los Angeles County and the
5 state of California and, therefore, were (and are) doing business in Los Angeles County and the
6 State of California.

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

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

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

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
28 members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee in the position of “Transport Driver” (or similar title), most recently from approximately late 2012 until his employment with Defendants ended in January 2021.

10. During the course of Plaintiff’s employment with Defendants, as a matter of policy and/or practice, Defendants made, and on information and belief continue to make, unlawful deductions from Plaintiff’s and other non-exempt employees’ wages for the cleaning and maintenance of their uniforms. Specifically, although the cleaning and maintenance of required uniforms is an expense that must be borne by the employer, Defendants have required Plaintiff and other non-exempt employees to wear uniforms (including but not limited to branded shirts) and have unlawfully deducted approximately \$5.00 to \$8.00 from Plaintiff’s and other non-exempt employees’ wages on a monthly basis for the costs associated with the cleaning and maintenance of their uniforms. These deductions are noted as “UNIFM” (or similar notation) on employee wage statements.

11. In addition to its failure to pay for uniform maintenance as described above, Defendants also failed to reimburse Plaintiff and other non-exempt employees for necessary business expenses. Specifically, Plaintiff was required to use his personal cellular phone in the course of performing his job duties, in order to use GPS to find the best route to take each shift, as well as to communicate via phone and text message with his supervisors. However, Defendants failed to reimburse Plaintiff for the costs incurred.

12. Defendants also utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, upon information and belief, Defendants rounded Plaintiff’s and other non-exempt employees’ daily recorded hours in an uneven manner so that, over a period of time, they were deprived of all earned minimum wages.

13. As a result of Defendants’ failure to pay all earned wages, Defendants also failed to provide Plaintiff with accurate itemized wage statements, and failed to pay all earned wages at termination of employment.

14. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for each cause of action pled herein has been calculated based on an additional 178 days of tolling under Emergency Rule 9.

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:

- i. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' time-rounding practices during the four years plus 178 days immediately preceding the filing of this action through the present.
- ii. The Expense Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who were required to use their personal cellular phones in connection with their work for Defendants, and/or had a deduction taken from their wages for uniform maintenance, during the four years plus 178 days immediately preceding the filing of this action through the present.
- iii. The Unlawful Deductions Class consists of all of Defendants' current and former employees in California who had a deduction taken from their wages for the cost of cleaning or maintaining their uniforms (including those noted as "UNIFM" or similar notation on their wage statements), during the four years plus 178 days immediately preceding the filing of this action through the present.
- iv. The Wage Statement Class consists of all members of the Minimum Wage Class and/or Unlawful Deductions Class who received a wage statement from Defendants at any time during the one year plus 178 days immediately preceding the filing of this action through the present.
- v. The Waiting Time Class consists of all members of the Minimum Wage Class and/or Unlawful Deductions Class whose employment with Defendants ended in the three years plus 178 days immediately preceding the filing of this action through the present.

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

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

- 10 i. Whether members of the Minimum Wage Class were compensated for all hours
11 worked;
- 12 ii. Whether Defendants unlawfully deducted wages from members of the Unlawful
13 Deduction Class;
- 14 iii. Whether Defendants failed to reimburse members of the Expense Reimbursement
15 Class for necessary work expenses;
- 16 iv. Whether Defendants provided accurate, itemized wage statements to members of
17 the Wage Statement Class as required under California law; and
- 18 v. Whether Defendants timely paid all final wages to members of the Waiting Time
19 Class.

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, such as Defendants' timekeeping
24 practices and Defendants' policy of unlawful deductions from employee wages. As such, the
25 common questions predominate over individual questions concerning each individual class
26 member's showing as to their eligibility for recovery or as to the amount of their damages.

27 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
28 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 herein. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned wages, was subject to Defendants' unlawful deductions for uniform maintenance, was not reimbursed for work-related expenses, was furnished with inaccurate and incomplete wage statements, and was not paid all final wage owed at termination.

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

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

11 **(AGAINST ALL DEFENDANTS)**

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

13 23. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
14 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
15 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
16 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
17 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
18 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
19 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the
20 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
21 subject to the control of Defendants and/or suffered or permitted to work under the California
22 Labor Code and Wage Order 1.

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

28 ///

1 25. Defendants' policy and practice regarding illegal employee compensation is
2 unlawful and creates an entitlement to recovery by Plaintiff and members of the Minimum Wage
3 Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including
4 interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California
5 Labor Code §§ 204, 218.6, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

6 **SECOND CAUSE OF ACTION**

7 **UNLAWFUL DEDUCTIONS FROM WAGES**

8 **(AGAINST ALL DEFENDANTS)**

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

10 27. As alleged above, Defendants made unlawful deductions from Plaintiff's and other
11 non-exempt employees' earned wages for the cost of cleaning and maintaining their uniforms. As
12 a result, Defendants failed to pay all wages owed to Plaintiff and members of the Unlawful
13 Deduction Class, in violation of Labor Code §§ 221-223, which prohibit, among other things,
14 deductions from earned wages except in certain enumerated circumstances not applicable here.

15 28. Defendants' failure to pay all earned wages is unlawful and creates an entitlement
16 to recovery by Plaintiff and the members of the Unlawful Deduction Class for unpaid wages,
17 interest on said wages, and attorneys' fees pursuant to Labor Code §§ 218.5, 218.6, and Code of
18 Civil Procedure § 1021.5.

19 **THIRD CAUSE OF ACTION**

20 **WAGE STATEMENT VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

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

23 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
25 and the Wage Statement Class with accurate and complete itemized wage statements that
26 included, among other requirements, all wages earned, in violation of Labor Code § 226.

27 31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
28 with complete and accurate itemized wage statements resulted in injury, as said failures led to,

1 among other things, the non-payment of all their earned wages and deprived them of the
2 information necessary to identify the discrepancies in Defendants' reported data.

3 32. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code § 226, including statutory penalties, reasonable attorneys' fees, and costs of suit according
6 to California Labor Code §§ 226 and 226.3.

7 **FOURTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

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

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

16 35. Plaintiff is informed, believes, and based thereon alleges, that Defendants failed to
17 timely pay Plaintiff and Waiting Time Class members all final wages due to them at their
18 separation of employment, including all earned minimum wages and unlawfully deducted wages.

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

23 37. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in a continued payment
26 of wages up to thirty days from the time the wages were due.

27 38. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
28 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 40. It was necessary for Plaintiff and members of the Expense Reimbursement Class
6 to use their personal cellular phones and/or incur other expenses to perform their job duties.
7 Moreover, Defendants failed to indemnify Plaintiff and other employees for the cost of
8 maintaining their uniforms, as alleged herein. Although Plaintiff and members of the Expense
9 Reimbursement Class incurred these expenses in the direct discharge of their job duties,
10 Defendants did not reimburse these employees for such necessary work expenditures during the
11 four years preceding the filing of this lawsuit.

12 41. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
13 states that “an employer shall indemnify his or her employees for all necessary expenditures or
14 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
15 his or obedience to the directions of the employer.”

16 42. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
17 states that “any contract or agreement, express or implied, made by any employee to waive the
18 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
19 employee or his personal representative of any right or remedy to which he is entitled under the
20 laws of this State.”

21 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor
22 Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class were damaged in
23 sums, which will be shown according to proof.

24 44. Plaintiff and members of the Expense Reimbursement Class are entitled to
25 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action, and
26 interest pursuant to Labor Code § 2802(b) “at the same rate as judgments in civil actions.” Thus,
27 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
28 accrue from the date on which they incurred the initial necessary expenditure.

1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 46. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business & Professions Code § 17200,
7 *et seq.*, by making unlawful deductions from wages, failing to properly pay all earned wages,
8 failing to provide accurate, itemized wage statements, and failing to pay all earned wages at
9 termination of employment.

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

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

19 49. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of this action.

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

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- d. Failing to pay Plaintiff and other aggrieved employees all final wages owed at the termination of employment in violation of Labor Code §§ 201-203;
- e. Failing to reimburse and/or indemnify Plaintiff and other aggrieved employees for all necessary work expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174, 1198, and 1199.

53. On or about January 29, 2021 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 52 (a)-(g). 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.

54. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, 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 the one year and 178 days prior to the submission of Plaintiff’s PAGA notice to the present.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest 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 recover under California Labor Code § 2699.

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1 **PRAYER**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
9 1197;
- 10 5. Upon the Second Cause of Action, for recovery of unpaid wages pursuant to Labor
11 Code §§ 221–223;
- 12 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
13 226;
- 14 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
15 Labor Code § 203;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 18 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
19 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
20 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
21 *seq.*;
- 22 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
24 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
25 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
26 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
27 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
28 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for

each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections identified in Paragraph 52 (a)-(g) above.

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6, 1194, 2802, and Civil Code §§ 3287 and 3289;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), 2802, and Code of Civil Procedure § 1021.5; and

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

Dated: April 5, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: April 5, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Abel Mata v. Puritan Bakery, Inc.

Los Angeles County Superior Court Case No. 21STCV03614

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 180, El Segundo, California 90245.

On April 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:

Patricia DeSantis Belton, Esq.
Email: PBelton@jmbm.com
JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067
Attorneys for Defendant PURITAN BAKERY, INC.

☒ (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.

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

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



Jackie Hernandez