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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 DONALD TAYLOR, individually, and on behalf
11 of all others similarly situated,

12 Plaintiff,

13 vs.
14

15 WATTS LABOR COMMUNITY ACTION
16 COMMITTEE, a California corporation; and
DOES 1 through 10, inclusive,

17 Defendants
18

Case No.: 21STCV04375

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Donald Taylor (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Watts Labor Community Action
6 Committee, and Does 1 through 10 (collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 minimum and regular rate wages, failure to pay overtime wages, failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
10 and meal periods, failure to timely pay all wages to terminated employees, and failure to furnish
11 accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this
13 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
14 Wages are not ordinary debts. Because of the economic position of the average worker and his
15 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
16 that employees are promptly paid the minimum/overtime wages that the Legislature has required
17 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
18 criminalized certain types of violations. In extending extra protection to deter violations of these
19 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
20 other damages other than civil penalties—California has enacted the PAGA to permit an
21 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
22 action.

23 3. All non-exempt California employees of Defendants beginning January 29, 2020 to
24 the present, are “Aggrieved Employees.”

25 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
26 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
27 California. Plaintiff does not seek to recover anything other than penalties as permitted by
28 California Labor Code Section 2699 at this time. To the extent that statutory violations are

mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for themselves and all aggrieved employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum wages, regular rate wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum wages, regular rate wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to maintain accurate records of the hours that employees worked;

1 and

- 2 (f) Failing to provide employees with accurate, itemized wage statements
3 containing all the information required by the California Labor Code and
4 IWC Wage Orders.

5 7. On information and belief, Defendants, and each of them were on actual and
6 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
7 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
8 willful and deliberate.

9 8. At all relevant times, Defendants were and are legally responsible for all of the
10 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
11 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
12 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
13 the doctrine of "respondeat superior".

14 **THE PARTIES**

15 **A. Plaintiffs**

16 9. Plaintiff Donald Taylor is a California resident who worked for Defendants in Los
17 Angeles County, California as a case manager from approximately October 2016 to August 2020.

18 10. Plaintiff reserves the right to seek leave to amend this complaint to add new
19 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
20 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

21 **B. Defendants**

22 11. Plaintiff is informed and believes, and based upon that information and belief alleges,
23 that Defendant Watts Labor Community Action Committee is:

- 24 (a) A California non-profit corporation with its principal place of business in
25 Los Angeles County, California.
26 (b) A business entity conducting business in numerous counties throughout the
27 State of California, including in Los Angeles County; and
28 (c) The former employer of Plaintiff, and the current and/or former employer

1 of the putative Class. Watts Labor Community Action Committee suffered
2 and permitted Plaintiff and the Class to work, and/or controlled their
3 wages, hours, or working conditions.

4 12. Plaintiff does not currently know the true names or capacities of the persons or
5 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
6 names. Each of the Doe Defendants was in some manner legally responsible for the damages
7 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
8 complaint to set forth the true names and capacities of these Defendants when they have been
9 ascertained, together with appropriate charging allegations, as may be necessary.

10 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
11 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
12 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
13 California.

14 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
15 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
16 Aggrieved Employees and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
18 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
19 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
20 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
21 a joint enterprise for profit, and bore such other relationships to some or all of the other
22 Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff
23 is informed and believes and thereon alleges that each Defendant acted pursuant to and within the
24 scope of the relationships alleged above, that each Defendant knew or should have known about,
25 and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
26 Defendants.

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28 ///

1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 15. Plaintiff Donald Taylor worked for Defendants in Los Angeles County, California
3 as a case manager from approximately October 2016 to August 2020. At all times Defendants
4 classified Plaintiff as non-exempt from California's overtime requirements. During the statutory
5 time period, Plaintiff was typically scheduled to work at least 5 days in a workweek, and
6 typically in excess of 8 hours in a single workday.

7 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
8 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
9 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
10 periods, failed to maintain accurate records of the hours Plaintiff worked, failed to timely pay all
11 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
12 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
13 Defendants was typical and illustrative.

14 17. Throughout the statutory period, Defendants maintained a policy and practice of
15 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Defendants
16 regularly use a system of time rounding in a manner that resulted, over a period of time, in failing
17 to compensate Plaintiff and the Class properly for all the time they have actually worked, even
18 though the realities of Defendants' operations are such that it is possible, practical, and feasible
19 to count and pay for work time to the minute. As a result, Defendants frequently paid Plaintiff
20 and the Class less than all their work time, some of which should have been paid at the overtime
21 rate. Additionally, Plaintiff and the Class were required to work off the clock, or in the
22 alternative Defendants failed to pay Plaintiff and the Class all overtime compensation owed. For
23 example, Plaintiff and the Class would often work overtime but would not be paid that overtime
24 compensation. As a further result, Defendants failed to maintain accurate records of the hours
25 Plaintiff and the Class worked.

26 18. Throughout the statutory period, Defendants have wrongfully failed to provide
27 Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not
28 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without

1 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
2 of work, or without compensating Plaintiff and the Class for meal periods that were not provided
3 by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform
4 Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or,
5 for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also did not
6 have adequate policies or practices to document and verify whether Plaintiff and the Class were
7 taking their required meal periods. Accordingly, Defendants' policy and practice was to not
8 provide meal periods to Plaintiff and the Class in compliance with California law.

9 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
10 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants regularly,
11 but not always, required Plaintiff and the Class to work in excess of four consecutive hours a day
12 without Defendants authorizing and permitting them to take a 10-minute, continuous and
13 uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
14 without compensating Plaintiff and the Class for rest periods that were not authorized or
15 permitted. Further, Plaintiff and the Class were not authorized to take a third rest period in those
16 instances where they worked in excess of 10 hours per workday. Accordingly, Defendants'
17 policy and practice was to not authorize and permit Plaintiff and the Class to take rest periods in
18 compliance with California law.

19 20. Throughout the statutory period, Defendants willfully failed and refused to timely
20 pay Plaintiff and the Class at the conclusion of their employment all wages, including overtime
21 wages, meal period premium wages, and rest period premium wages.

22 21. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
23 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and
24 net wages earned (including correct hours worked, correct wages earned for hours worked,
25 correct overtime hours worked, correct wages for meal periods that were not provided in
26 accordance with California law, and correct wages for rest periods that were not authorized and
27 permitted to take in accordance with California law). As a result of these violations of California
28 Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages to which they were entitled, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

1 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
2 226(e).

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
5 **2004, Cal. Lab. Code § 2698 et seq.)**

6 22. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1
7 through 22 in this First Amended Complaint.

8 23. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 24. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
12 law, any provision of this code that provides for a civil penalty to be assessed and collected by
13 the Labor and Workforce Development Agency or any of its departments, divisions,
14 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
15 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
16 herself and other current or former employees pursuant to the procedures specified in Section
17 2699.3.”

18 25. Plaintiff has exhausted his administrative remedies pursuant to California Labor
19 Code § 2699.3. On January 27, 2021 Plaintiff gave written notice by online filing to the Labor
20 and Workforce Development Agency and by certified mail to Defendants of the specific
21 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
22 former aggrieved employees, including the facts and theories to support the violations. At the
23 time of this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and
24 Workforce Development Agency has not indicated that it intends to investigate Defendants’
25 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
26 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
27 the Labor Code described in this Complaint. These penalties include, but are not limited to,
28 penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

1 26. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
2 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
3 employing labor who willfully fails to maintain accurate and complete records required by
4 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
5 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
6 begins and ends each work period. Meal periods, and total hours worked daily shall also be
7 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
8 keep total hours worked in the payroll period and applicable rates of pay.

9 27. During the time period of employment for Plaintiff and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods, and accurate records showing when employees
12 begin and end each work period. Defendants' failure to provide and maintain records required by
13 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
14 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
15 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
16 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
17 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
18 Employees have suffered and continue to suffer, substantial losses related to the use and
19 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
20 to compel Defendants to fully perform its obligation under state law, all to their respective
21 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
22 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
23 Employees have also suffered an injury in that they were prevented from knowing,
24 understanding, and disputing the wage payments paid to them.

25 28. Based on the conduct described in this First Amended Complaint, Plaintiff is
26 entitled to an award of civil penalties on behalf of himself, the State of California, and similarly
27 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
28 an amount to be shown according to proof at trial.

1 29. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
2 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
3 any action shall be entitled to an award of reasonable attorney's fees and costs."

4 **PRAYER FOR RELIEF**

5 Plaintiff, on behalf of himself, the State of California, and similarly Aggrieved Employees
6 of Defendants, prays for relief and judgment against Defendants, jointly and severally, as
7 follows:

8 As to the First Cause of Action

9 30. That the Court declare, adjudge and decree that Defendants violated the California
10 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
11 overtime wages), failing to provide meal periods, failing to maintain accurate records of meal
12 periods, failing to authorize and permit rest periods, failing to maintain accurate records of all
13 hours worked and meal periods, failing to pay final wages at termination, and failing to furnish
14 accurate wage statements;

15 31. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
16 other applicable Labor Code provisions;

17 32. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Labor Code § 2699;

19 33. For such other and further relief as the Court may deem equitable and appropriate.

20 Respectfully submitted,

21 Dated: July 6, 2021

MOON & YANG, APC

22
23 By: _____

Kane Moon
Lilit Ter-Astvatsatryan

24 Attorneys for Plaintiff
25
26
27
28

DEMAND FOR JURY TRIAL

Dated: July 6, 2021

MOON & YANG, APC

By: _____

Kane Moon

Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

4 On the date indicated below, I served the document described as: **FIRST AMENDED**
5 **REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by sending []
the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the
6 attached service list:

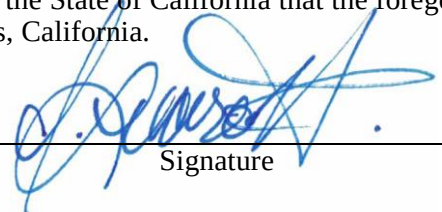
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12 Attorneys for Defendant Watts Labor Community Action Committee

13 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
14 parties to accept electronic service, I caused the documents to be sent to the
persons at the electronic service addresses listed above via third-party cloud
15 service CASEANYWHERE.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this **July 6, 2021** at Los Angeles, California.

19 Ivette Hernandez
20 Type or Print Name

21 
22 Signature