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By: Maisha Prvor, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GRACIELA DE CABANAS GONZALEZ, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

MICHAEL STARS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 21STCV02784

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Graciela De Cabanas Gonzalez (“Plaintiff”) hereby brings this First Amended
2 Class and Representative Action Complaint (“Complaint”) against Defendants Michael Stars,
3 Inc., a California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226, 226.7,
8 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, California Business &
9 Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 1 (“Wage
10 Order 1”), in addition to seeking declaratory relief and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants
12 because, upon information and belief, Defendants have sufficient minimum contacts in California,
13 or otherwise intentionally avails itself/themselves to the California market so as to render the
14 exercise of jurisdiction over it/them by the California courts consistent with the traditional notions
15 of fair play and substantial justice.

16 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
25 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
26 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
27 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
28 to her by Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,

and 2698 *et seq.*, Business and Professions Code Section 17200 *et seq.*, and Wage Order 1, which sets employment standards for the “Manufacturing Industry.”

4. Plaintiff is informed and believes, and based thereon alleges, that during the time period relevant to this action, Defendants did (and do) business by manufacturing and dying clothing items, and employed Plaintiff and other, similarly-situated non-exempt employees within 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 is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and were the employers of Plaintiff and of the members of the Classes (as defined in Paragraph 14).

6. 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 Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, 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 14) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

7. 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.

8. 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.

9. At all times mentioned herein, Defendants, and each of them, were members of

and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined in Paragraph 14).

GENERAL FACTUAL ALLEGATIONS

10. Plaintiff was employed by Defendants as a non-exempt employee from approximately 2006 until approximately August 2020. Plaintiff's job duties included inspecting, washing, folding and ironing clothing.

11. During a portion of Plaintiff's employment with Defendants, Defendants 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 timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiff was deprived of all earned minimum and overtime wages. Upon information and belief, Defendants' timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and non-exempt employees in Defendants' favor, resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

12. Plaintiff was not provided with all legally compliant meal periods because Defendants' meal period policies/practices failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, upon information and belief, Plaintiff's and other non-exempt employees' meal periods were frequently "late" (i.e., starting after the completion of fifth hour of work) because Defendants' work demands prevented them from taking a meal period until after the completion of the fifth hour of work. On the occasions when Plaintiff was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which she

experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for the payment of meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

13. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal period premium wages earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal period premium wages earned, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

CLASS ACTION ALLEGATIONS

14. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the following Classes pursuant to Section 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 subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for

such shifts, during the four years immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, and/or Meal Period Class, who have received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

e. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, and/or Meal Period Class, during the three years immediately preceding the filing of this action through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of 100 individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class;

- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and Waiting Time Class members at their separation of employment were lawful.

17. **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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

18. **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 statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, was not provided all required meal periods, did not receive meal period premium wages for missed and/or non-compliant meal periods, was not issued accurate itemized wage statements, and did not receive all wages upon separation of employment.

19. **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

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
2 and-hour class actions in state and federal courts in the past and are committed to vigorously
3 prosecuting this action on behalf of the members of the Classes.

4 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiff
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
13 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
14 their vastly superior financial and legal resources. Moreover, requiring each member of the
15 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current employer
17 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
18 employment. Further, the prosecution of separate actions by the individual class members, even
19 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would
21 establish potentially incompatible standards of conduct for Defendants; and/or legal
22 determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further,
25 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
26 individual prosecution considering all of the concomitant costs and expenses attending thereto.
27 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

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

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

22. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

23. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

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

25. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 1.

26. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and

civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

29. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay for such hours.

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

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed in their affirmative obligation to provide all of their non-exempt employees in California,
2 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
3 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
4 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
5 of the Meal Period Class at their respective regular rates of pay, in accordance with California
6 Labor Code §§ 204, 210, 226.7, and 512.

7 33. As a result, Defendants are responsible for paying premium compensation for meal
8 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest
9 thereon, statutory penalties, civil penalties, and costs of suit.

10 **FOURTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

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

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and members of the Wage Statement Class with accurate and complete, itemized wage statements
17 that included, among other requirements, all hours worked, total gross wages earned, all rates of
18 pay and corresponding number of hours worked, total net wages earned, and the correct name of
19 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

20 36. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
21 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
22 led to, among other things, the non-payment of minimum and overtime wages and meal period
23 premium wages owed, and deprived them of the information necessary to identify the
24 discrepancies in Defendants' reported data.

25 37. Defendants' failures create an entitlement to recovery by Plaintiff and members of
26 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
28 costs of suit according to California Labor Code § 226 *et seq.*

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

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

11 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including unpaid minimum and overtime wages as well as
14 unpaid meal period premium wages.

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

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

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

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

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

1 45. Defendants have engaged and continue to engage in unfair and/or unlawful
2 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
3 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
4 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
5 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
6 entitled, and/or failing to pay them meal period premium payments; (d) knowingly failing to
7 furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage
8 statements in violation of Labor Code § 226; and (e) failing to pay Plaintiff and members of the
9 Waiting Time Class all wages due at separation of employment.

10 46. 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 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks 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 and Professions Code §§ 17203 and 17208.

19 48. The acts complained of herein occurred within the period of four years prior to the
20 filing of this action to the present.

21 49. Plaintiff was compelled to retain the services of counsel to file this Complaint 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 she is entitled to recover under Code of Civil Procedure § 1021.5.

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SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

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

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved

employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

e. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

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

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

52. On January 22, 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 51 (a)-(8). 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 her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Based on the foregoing, Plaintiff seeks to represent herself 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 January 22, 2020, and the present.

54. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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

1 she is entitled to receive under California Labor Code § 2699(g).

2 **PRAYER**

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

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
9 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
10 1197;
- 11 5. Upon the Second Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 15 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code
16 § 226 *et. seq.*;
- 17 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §§
18 201-203;
- 19 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
20 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
21 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et 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 for each subsequent violation or willful or intentional
26 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
27 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
28 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial

violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 51 (a)-(g);

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

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

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

Dated: March 29, 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: March 29, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Graciela De Cabanas Gonzalez v. Michael Stars, Inc.
Los Angeles County Superior Court Case No. 21STCV02784

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

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

On March 29, 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:

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[X] (VIA ELECTRONIC MAIL) Pursuant to the Code of Civil Procedure § 1010.6(a)(2)(ii), I sent the document(s) to the person(s) at the electronic service address(es) listed from the email address aclark@haineslawgroup.com.

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

Executed on March 29, 2021, at El Segundo, California.



Aaron Clark