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18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**
20

21 FREDY VERA CORONA, an individual, on
22 behalf of himself and others similarly situated,

23 Plaintiff,

24 vs.

25 EXQUISITE APPAREL CORP.; AFFLUENT
26 STAFFING, LLC; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No. 21STCV02421

Assigned for All Purposes to:
Hon. Yvette M. Palazuelos, Dept. 9

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION
OF THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

[Filed concurrently with Request for Dismissal
of Individual and Class Claims Without
Prejudice, Declaration of Daniel J. Hyun, and
Proposed Order]

Action Filed: January 20, 2021

By Fax

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APR 26 2021

FILING WINDOW

FILED

Superior Court of California
County of Los Angeles

APR 26 2021

Sherri R. Carter, Executive Officer/Clerk
By Pedro Martinez, Deputy

05/07/2021

1 Plaintiff FREDY VERA CORONA (“Plaintiff”), individually and on behalf of other
2 Aggrieved Employees, hereby brings this First Amended Complaint (“FAC”) pursuant to the Private
3 Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against
4 Defendants EXQUISITE APPAREL CORP.; AFFLUENT STAFFING, LLC; and DOES 1 through
5 50, inclusive (collectively “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
8 brought by Plaintiff on behalf of all current and former non-exempt employees of Defendants
9 employed in California during the PAGA Period (collectively the “Aggrieved Employees”). The term
10 PAGA Period is defined as one year prior to the submission of Plaintiff’s notice of labor code
11 violations to the Labor and Workforce Development Agency and certified mail to Defendants until
12 resolution.

13 2. Plaintiff is informed and believes, and thereon alleges, that Defendant EXQUISITE
14 APPAREL CORP. (“EAC”) operates a wholesale apparel business in California.

15 3. Plaintiff is informed and believes, and thereon alleges, that Defendant AFFLUENT
16 STAFFING, LLC (“ASL”) operates a staffing company in California.

17 4. Plaintiff and Aggrieved Employees were employed by Defendants, and performed
18 work for Defendants at Defendant EAC’s worksites throughout California.

19 5. Through this action, Plaintiff is alleging that Defendants have engaged in a systematic
20 pattern of wage and hour violations under the California Labor Code (“Labor Code”).

21 6. Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period,
22 Defendants had a consistent policy of violating state wage and hour laws by, among other things:
23 failing to pay all wages (including minimum, regular, overtime, and double time wages), failing to
24 provide meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
25 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
26 accurate records of hours worked, and failing to reimburse business expenses.

27 7. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
28 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California

1 Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code
2 Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
3 1197.1, 1198, 2800, and 2802.

4 8. Plaintiff brings this representative action seeking monetary relief against Defendants
5 on behalf of himself and other Aggrieved Employees to recover, among other things, penalties,
6 attorneys' fees, and costs pursuant to Labor Code Sections 2698, *et seq.*

7 **JURISDICTION AND VENUE**

8 9. This Court has jurisdiction over all causes of action asserted herein pursuant to the
9 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
10 in all cases except those given to other trial courts. All claims alleged herein arise under California
11 law for which Plaintiff seeks relief authorized by California law. Further, this is a representative
12 PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
13 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
14 proof at trial.

15 10. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
16 California, a corporation or association organized under the laws of the State of California, an
17 association authorized to do business in California and registered with the California Secretary of
18 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
19 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
20 and distribution of its products and/or services in California to render the exercise of jurisdiction by
21 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
22 jurisdictional threshold for diversity jurisdiction in federal court.

23 11. Venue in Los Angeles County is proper under California Business & Professions Code
24 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
25 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
26 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
27 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
28 offices, and/or have an agent or agents in this county. The relief requested is within the jurisdiction

1 of this Court.

2 **PARTIES**

3 12. Plaintiff is a California citizen and resides in Los Angeles County, California.
4 Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and
5 Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.
6 Plaintiff's job duties included, but were not limited to, pulling items to fulfill orders (e.g., pieces of
7 clothing such as socks, shirts, etc.), delivering items to the shipping area, and packaging items for
8 shipment.

9 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendant
10 EAC was and is a New York corporation doing business in the State of California. EAC owns and
11 operates a wholesale apparel business and maintains a worksite/location in Gardena, California,
12 among other locations. EAC regularly conducts business within the State of California and derives
13 substantial revenues from services performed in California. EAC is, and at all relevant times was, an
14 employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon
15 alleges that the practices and policies of EAC that are complained of by way of this FAC were
16 implemented during the PAGA Period. Plaintiff worked at EAC's worksite located in Gardena,
17 California.

18 14. Plaintiff is informed and believes, and thereon alleges, that Defendant ASL was and is
19 a California limited liability company doing business throughout the State of California. Plaintiff is
20 informed and believes, and thereon alleges, that ASL operates a staffing company with seven (7)
21 locations throughout Southern California, including the cities of Montebello, La Puente, and Carson
22 located in Los Angeles, County. ASL regularly conducts business within the State of California and
23 derives substantial revenues from services performed in California. ASL is, and at all relevant times
24 was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and
25 thereon alleges that the practices and policies of ASL that are complained of by way of this FAC were
26 implemented during the PAGA Period. ASL directly hired Plaintiff and staffed Plaintiff to work at
27 EAC's worksite in Gardena, California.

28 15. Defendants continue to employ non-exempt employees within California.

1 16. Plaintiff is unaware of the true names and capacities of those Defendants identified as
2 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is informed,
3 believes and thereon alleges that at all relevant times each DOE Defendant was a parent, sister, or
4 related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related
5 entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff
6 will seek to amend this FAC to allege the true names and capacities of each DOE Defendant when
7 their names have been ascertained and identified. Plaintiff is informed, believes and thereon alleges
8 that each of the Defendants sued as DOES 1 through 50 participated in, received the benefit of, or was
9 in some way responsible for one or more of the wrongful acts and omissions and some portion of the
10 damages alleged herein.

11 17. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
12 Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out
13 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
14 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff and the Aggrieved Employees.

16 18. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of them,
17 at all times material hereto, were the joint employers, parent companies, successor companies,
18 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
19 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
20 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
21 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
22 alleged.

23 19. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
24 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
25 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
26 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
27 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
28 their business in the business name, exercising complete control and dominance over such business;

(2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were without the financial solvency and responsibility required by law; and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship between and among Defendants.

20. At all relevant times herein, Defendants were agents of each other and acting within the course and scope of their agency.

GENERAL ALLEGATIONS

21. At all relevant times herein, Defendants employed Plaintiff and other persons as non-exempt employees.

22. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements of California.

23. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced against Plaintiff and Aggrieved Employees unlawful employment practices and policies which violate the California Labor Code and IWC Wage Orders.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

25. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages and wages at their regular rate of pay, and that they were not receiving minimum and regular wages for all work that was required to be performed. In violation of the Labor Code, Defendants failed to pay the minimum and regular rate of pay to Plaintiff and other Aggrieved

1 Employees for all hours worked. For example, Plaintiff's paystubs show that he was paid less than the
2 minimum wage and agreed upon regular rate of pay for some hours worked. In addition, Defendants
3 rounded Plaintiff's and the Aggrieved Employees' hours worked, including meal periods, thereby
4 depriving them of work performed before and after their scheduled shifts, and during meal periods.
5 Defendants' rounding policy and practice systematically undercompensated the Aggrieved Employees
6 and favored the employer rather than the employee. In addition, Defendants required some Aggrieved
7 Employees to take COVID-19 tests, on their own time (i.e., off-the-clock) without compensating them
8 for the time it took to take the tests.

9 26. **Overtime:** During the PAGA Period, Plaintiff and Aggrieved Employees regularly
10 worked in excess of eight (8), 10 and/or 12 hours per workday and/or 40 hours per workweek. In
11 violation of the Labor Code, Defendants failed to pay the proper overtime and double time rate of pay.
12 For example, Defendants failed to accurately record the amount of overtime and double time hours
13 worked and failed to pay said hours at the proper overtime and double time rate of pay. In addition,
14 Defendants rounded Plaintiff's and the Aggrieved Employees' hours worked including meal periods,
15 thereby depriving them of time worked, including overtime and double time hours. Defendants'
16 rounding practice systematically undercompensated the Aggrieved Employees and favored the
17 employer rather than the employee. In addition, Defendants required some Aggrieved Employees to
18 take COVID-19 tests, on their own time (i.e., off-the-clock) without compensating them for the time
19 it took to take the tests.

20 27. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
21 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
22 receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or
23 payment of one additional hour of pay at their regular rate of pay when they did not receive a compliant
24 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved
25 Employees did not receive compliant meal periods due to Defendants' workload and understaffing.
26 Specifically, Plaintiff and Aggrieved Employees sometimes missed their meal periods due to
27 understaffing and a busy workload. For example, Plaintiff would sometimes fill six (6) to seven (7)
28 orders per day, with each order consisting of tens of thousands of pieces of clothing, which precluded

1 him from taking a proper meal period since he had to timely complete his assignments. In addition,
2 Defendants unlawfully auto-deducted and/or rounded meal periods. Defendants also failed to adopt
3 and implement a policy authorizing a second 30-minute meal period when Plaintiff and other
4 Aggrieved Employees worked in excess of 10 hours per workday. Defendants also failed to pay
5 Plaintiff and Aggrieved Employees one additional hour of pay at their regular rate of pay when
6 Plaintiff and Aggrieved Employees did not receive a compliant meal period.

7 28. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
8 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
9 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
10 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they were
11 not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders,
12 Plaintiff and Aggrieved Employees were not permitted to take compliant rest breaks due to
13 Defendants' understaffing and busy workload as explained above. As such, Plaintiff and Aggrieved
14 Employees regularly missed their rest breaks or had them interrupted. Despite these violations,
15 Defendants failed to pay Plaintiff and Aggrieved Employees one additional hour of pay at their regular
16 rate of pay when they did not receive a compliant rest break.

17 29. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
18 alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were
19 entitled to reimbursements for their necessary work-related business expenses. In violation of the
20 Labor Code and IWC Wage Orders, Defendants in response to the COVID-19 pandemic, required
21 Plaintiff and other Aggrieved Employees to purchase, maintain, and wear protective gear (e.g., masks,
22 gloves, hand sanitizer, sanitizing wipes) while at work without reimbursing them for these expenses.
23 In addition, Defendants required Plaintiff and other Aggrieved Employees to pay for and take COVID-
24 19 tests without reimbursing the costs of the tests or mileage to drive to and from the testing site.

25 30. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
26 Defendants knew or should have known that Plaintiff and Aggrieved Employees who separated from
27 their employment with Defendants during the statutory period were entitled to timely payment of all
28 wages due. In violation of the Labor Code, Plaintiff and Waiting Time Aggrieved Employees did not

1 receive payment of all wages owed upon separation within the permissible time period due to, *inter*
2 *alia*, Defendants' failure to pay all wages, meal and rest period premiums, and reimburse expenses to
3 Plaintiff and Aggrieved Employees.

4 31. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
5 that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
6 receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
7 Plaintiff and Aggrieved Employees were not furnished with complete and accurate wage statements
8 that show all of the information required by Labor Code section 226, including, but not limited to, the
9 gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay
10 period, the corresponding number of hours worked at each hourly rate, and the entity name(s).

11 32. **Failure to Keep Accurate Records:** Plaintiff is informed and believes, and thereon
12 alleges, that Defendants knew or should have known that Defendants were required to keep accurate
13 records of the hours worked by Plaintiff and Aggrieved Employees. In violation of the California
14 Labor Code, Defendants failed to maintain accurate records of hours worked by Plaintiff and
15 Aggrieved Employees due to the unlawful practices mentioned above.

16 33. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
17 described throughout this FAC were willful.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

20 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

21 **(Against All Defendants)**

22 34. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully
23 set forth herein.

24 35. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
25 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
26 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
27 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
28 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

1 36. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
2 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
3 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
4 after 65 days have passed without notice from the LWDA.

5 37. Plaintiff gave written notice of the specified provisions alleged to have been violated,
6 including the facts and theories to support the alleged violations, as required by Labor Code Section
7 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
8 electronically filing the notice via the Department of Industrial Relations' website. More than 65 days
9 have passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA.
10 Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3
11 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
12 Aggrieved Employees under PAGA.

13 38. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
15 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
16 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
17 Defendants violated these provisions of the Labor Code.

18 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
19 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
20 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 20
21 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
22 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
23 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
24 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
25 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
26 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
27 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
28 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1,

1 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
2 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
3 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
4 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
5 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929,
6 and Sections 3073.6, 6310, 6311, and 6399.7.

7 40. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
8 of an employer who violates, or causes to be violated, a section of this chapter or any provision
9 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
10 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
11 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
12 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
13 employee was underpaid.”

14 41. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
15 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
16 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
17 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
18 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
19 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
20 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
21 the employee is underpaid regardless of whether the initial violation is intentionally committed.

22 42. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
23 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
24 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
25 violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
27 penalties provided for in this section are in addition to any other penalty provided by law.”

28 43. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to

1 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
2 to employees.

3 44. Defendants' conduct with respect to Plaintiff and the other Aggrieved Employees
4 violates numerous Labor Code Sections including, but not limited to, the following:

5 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
6 1197.1, and 1198 for failure to timely pay all earned wages (including regular and overtime wages)
7 owed to Plaintiff and other Aggrieved Employees during employment and upon separation of
8 employment as herein alleged;

9 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
10 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed meal
11 periods as herein alleged;

12 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
13 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods as
14 herein alleged;

15 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
16 itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged;

17 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
18 accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein
19 alleged; and

20 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
21 business expenses to Plaintiff and other Aggrieved Employees as herein alleged.

22 45. As set forth above, Defendants have violated numerous provisions of the Labor Code
23 regulating hours and days of work as well as the IWC Wage Orders.

24 46. Plaintiff is an "aggrieved employee" because he was employed by the alleged violators
25 and had one or more of the alleged violations committed against him, and therefore is properly suited
26 to represent the interests of all other Aggrieved Employees.

27 47. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
28 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited

1 above.

2 48. For bringing this action, Plaintiff is also entitled to attorney's fees and costs incurred
3 herein.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for
6 judgment and the following specific relief against Defendants, jointly and severally, as follows:

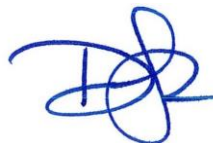
7 1. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant
8 to Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

9 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
10 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
11 Section 1021.5; and

12 3. For such other relief as the Court deems just and proper.
13

14
15 Dated: April 26, 2021

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP

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18 By: _____

19 Daniel J. Hyun
David Alami

20 Attorneys for Plaintiff FREDY VERA CORONA
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