

1 Daniel J. Hyun (State Bar No. 309184)
2 dh@danielhyunlaw.com
3 **LAW OFFICE OF DANIEL J. HYUN**
4 1100 West Town and Country Road, Suite 1250
5 Orange, California 92868
6 Telephone: (949) 596-4782
7 Facsimile: (949) 528-2596

8 David Alami (State Bar No. 314628)
9 david@alamilawgroup.com
10 **ALAMI LAW GROUP**
11 620 Newport Center Dr., Suite 1100
12 Newport Beach, CA 92660
13 Telephone: 949-922-1834

14 Attorneys for Plaintiff FREDY VERA CORONA

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

Case No. 21STCV02421

Assigned for All Purposes to:
Hon. Teresa A. Beaudet, Dept. 50

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

Action Filed: January 20, 2021
Trial Date: March 29, 2023

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

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

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

10 **GENERAL ALLEGATIONS**

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

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

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

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

24 25. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
25 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
26 minimum wages and wages at their regular rate of pay, and that they were not receiving minimum and
27 regular wages for all work that was required to be performed. In violation of the Labor Code,
28 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. For example, Defendants
5 regularly rounded down daily hours worked by Plaintiff and Aggrieved Employees to exactly eight
6 (8) hours per workday, rounded down weekly hours to exactly 40 hours per workweek, and rounded
7 up short meal periods to exactly 30 minutes. Defendants also rounded to the nearest quarter hour.
8 Defendants' rounding policy and practice systematically undercompensated the Aggrieved Employees
9 and favored the employer rather than the employee. In addition, Defendants required some Aggrieved
10 Employees to take COVID-19 tests, on their own time (i.e., off-the-clock) without compensating them
11 for the time it took to take the tests. Defendants also required Plaintiff and Aggrieved Employees to
12 attend training and orientation sessions without compensation.

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

24 27. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
25 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
26 receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or
27 payment of one additional hour of pay at their regular rate of pay when they did not receive a compliant
28 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved

1 Employees did not receive compliant meal periods due to Defendants' workload and understaffing.
2 As such, Plaintiff's and Aggrieved Employees' meal periods were missed, interrupted, late, less than
3 30 minutes, and/or restricted to the worksite. Specifically, Plaintiff's and Aggrieved Employees' meal
4 periods were less than 30 minutes and/or were taken after five (5) hours of work. In addition, Plaintiff
5 and Aggrieved Employees sometimes missed their meal periods due to understaffing and a busy
6 workload. For example, Plaintiff would sometimes fill six (6) to seven (7) orders per day, with each
7 order consisting of tens of thousands of pieces of clothing, which precluded him from taking a proper
8 meal period since he had to timely complete his assignments. In addition, Defendants unlawfully auto-
9 deducted and/or rounded meal periods. Defendants also failed to adopt and implement a policy
10 authorizing a second 30-minute meal period when Plaintiff and other Aggrieved Employees worked
11 in excess of 10 hours per workday. Thus, Plaintiff and Aggrieved Employees were not provided second
12 meal periods when they worked in excess of 10 hours per workday. Defendants also failed to pay
13 Plaintiff and Aggrieved Employees one additional hour of pay at their regular rate of pay when
14 Plaintiff and Aggrieved Employees did not receive a compliant meal period.

15 28. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
16 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
17 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
18 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they were
19 not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders,
20 Plaintiff and Aggrieved Employees were not permitted to take compliant rest breaks due to
21 Defendants' understaffing and busy workload as explained above. As such, Plaintiff's and Aggrieved
22 Employees' rest breaks were regularly missed, interrupted, less than 10-minutes, and/or restricted to
23 the worksite. Despite these violations, Defendants failed to pay Plaintiff and Aggrieved Employees
24 one additional hour of pay at their regular rate of pay when they did not receive a compliant rest break.

25 29. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
26 alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were
27 entitled to reimbursements for their necessary work-related business expenses. In violation of the
28 Labor Code and IWC Wage Orders, Defendants in response to the COVID-19 pandemic, required

1 Plaintiff and other Aggrieved Employees to purchase, maintain, and wear protective gear (e.g., masks,
2 gloves, hand sanitizer, sanitizing wipes) while at work without reimbursing them for these expenses.
3 In addition, Defendants required Plaintiff and other Aggrieved Employees to pay for and take COVID-
4 19 tests without reimbursing the costs of the tests or mileage to drive to and from the testing site.

5 30. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
6 Defendants knew or should have known that Plaintiff and Aggrieved Employees who separated from
7 their employment with Defendants during the statutory period were entitled to timely payment of all
8 wages due. In violation of the Labor Code, Plaintiff and Waiting Time Aggrieved Employees did not
9 receive payment of all wages owed upon separation within the permissible time period due to, *inter*
10 *alia*, Defendants' failure to pay all wages, meal and rest period premiums, and reimburse expenses to
11 Plaintiff and Aggrieved Employees.

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

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

24 33. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
25 described throughout this SAC were willful.

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1 **FIRST CAUSE OF ACTION**

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

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

4 **(Against All Defendants)**

5 34. Plaintiff incorporates by reference all previous paragraphs of this SAC as though fully
6 set forth herein.

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

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

16 37. Plaintiff gave written notice of the specified provisions alleged to have been violated,
17 including the facts and theories to support the alleged violations, as required by Labor Code Section
18 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
19 electronically filing the notice via the Department of Industrial Relations' website. More than 65 days
20 have passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA.
21 Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3
22 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
23 Aggrieved Employees under PAGA.

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

1 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
2 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
3 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
4 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
5 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
6 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
7 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
8 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
9 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
10 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
11 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1,
12 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
13 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
14 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
15 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
16 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929,
17 and Sections 3073.6, 6310, 6311, and 6399.7.

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

25 41. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
26 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
27 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
28 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is

1 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
2 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
3 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
4 the employee is underpaid regardless of whether the initial violation is intentionally committed.

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

11 43. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
12 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
13 to employees.

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

16 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
17 1197.1, and 1198 for failure to timely pay all earned wages (including regular and overtime wages)
18 owed to Plaintiff and other Aggrieved Employees during employment and upon separation of
19 employment as herein alleged;

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

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

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

28 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain

1 accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein
2 alleged; and

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

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

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

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

13 48. For bringing this action, Plaintiff is also entitled to attorney’s fees and costs incurred
14 herein.

15 **PRAYER FOR RELIEF**

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

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

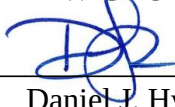
20 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including
21 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
22 Section 1021.5; and

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

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25 Dated: March 16, 2023

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP

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27 By: _____


Daniel J. Hyun
David Alami

Attorneys for Plaintiff FREDY VERA CORONA

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I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 1100 W. Town & Country Rd., Ste. 1250, Orange, California 92868. On March 16, 2023, I served the foregoing documents:

- on all interested parties in this action as follows:

[X] (BY E-MAIL) In accordance with the Court's Order authorizing electronic service and/or agreement between/among the parties, I transmitted a true and copy of this document(s), in pdf. and/or word format by electronic mail to the electronic mail address(es) listed below for each addressee, and received no reply messages indicating delivery failure.

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

A handwritten signature in blue ink, appearing to be "D. R.", written over a horizontal line.

SERVICE LIST

VIA E-MAIL

THE SANDS LAW GROUP, APLC
Thomas D. Sands, Esq.
thomas@thesandslawgroup.com
William Linares
will@thesandslawgroup.com
info@thesandslawgroup.com

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