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Superior Court of California
County of Los Angeles

MAY 19 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE CARLOS MARTINEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV00874

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

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES OWED
(LABOR CODE §§ 204, 510, 558,
1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL
PERIODS (LABOR CODE §§ 226.7,
512, 558);**
- (4) **FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS (LABOR
CODE §§ 226.7, 516);**
- (5) **FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE §
226 *et seq.*);**
- (6) **FAILURE TO TIMELY PAY
ALL WAGES UPON**

**TERMINATION (LABOR
CODE §§ 201-203);**

**(7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

**(8) CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACTION
OF 2004 (LABOR CODE § 2698 *et
seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Carlos Martinez (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against R C Furniture, a California corporation, and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et. seq.*, Labor Code §§ 201-203, Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510,
9 512, 516, 558, 1194, 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order 1 (the
10 “Wage Order 1”), in addition to seeking declaratory relief and restitution. This FAC is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
18 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was a California resident. During the four years immediately preceding the filing of the
23 lawsuit in this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-203, 204,
27 218.5, 218.6, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, and California
28 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage

Order 1, which sets employment standards for the occupations in the manufacturing, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by manufacturing and selling furniture, upholstery, and other furniture-related accessories. Defendants 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 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 FAC 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 20) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. 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.

7. 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.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a former non-exempt employee, was employed by Defendants from
5 approximately March 9, 2020 through in or around late November/early December, 2020. During
6 his employment, Plaintiff performed various job duties, including without limitation, carpenter-
7 related duties and assembly of tables and couches at Defendants' location in City of Industry,
8 California.

9 10. During his employment with Defendants, Plaintiff was generally scheduled to
10 work from 6:00 a.m. to 2:30 p.m. Monday through Friday. He also was often scheduled to work
11 on Saturdays. Then during approximately the last five months of his employment with
12 Defendants, Plaintiff was scheduled to work 10:00 a.m. to 6:30 p.m. Monday through Friday.
13 Defendants required Plaintiff to clock in and out by swiping a card into a timekeeping system to
14 keep track and record his work time.

15 11. During his employment with Defendants, Defendants would keep track of
16 Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's
17 work time such that Plaintiff would not be fully paid for all time worked. Specifically, Plaintiff
18 was required to and would clock in three to five minutes before his scheduled start time to being
19 to prepare for work. However, Defendants' would not pay Plaintiff for this time and would not
20 begin compensating Plaintiff until his scheduled start time. This time-shaving and/or rounding
21 practice utilized by Defendants was not even-handed over time and would almost exclusively
22 round and shave in Defendants' favor such that Plaintiff was routinely unpaid for his time worked.
23 As a result, Defendants failed to pay Plaintiff all required minimum and overtime wages.

24 12. Additionally, in connection with the COVID-19 pandemic, during the most recent
25 portion of Plaintiff's employment with Defendants, Defendants required Plaintiff and their other
26 non-exempt employees to be subjected to temperature checks before they were allowed to clock
27 in and commence work. Despite being under Defendants' direction and control and being
28 required to undergo the temperature checks for the benefit of Defendants, Defendants would not

1 compensate Plaintiff or the other employees for this time. Further, if Defendants deemed
2 Plaintiff's temperature to high, they would instruct him to go sit under a tree outside and wait for
3 approximately 10 minutes before he would be required to return for another temperature check
4 before being allowed to clock in and commence work. Plaintiff was also not paid for this time
5 despite being under Defendants' direction and control. As a result, Defendants failed to pay
6 Plaintiff all required minimum and overtime wages.

7 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
8 all required meal periods due to Defendants' meal period policies/practices which fail to provide
9 uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work.
10 Specifically, Defendants had a policy/practice of notifying Plaintiff and other non-exempt
11 employees of the time to take a meal period by ringing a bell to signal the commencement of the
12 meal period. When Plaintiff began work at 6:00 a.m., the lunch bell would ring at 10:30 a.m. to
13 alert employees to the start of the meal period. Then a second bell would ring two to three minutes
14 before the end of the thirty-minute meal period, to alert Plaintiff to return back to his work station.
15 A third bell then rang at exactly the thirty-minute mark and Defendants had a policy of requiring
16 Plaintiff and their other non-exempt employees to be at their work stations ready to re-commence
17 work by the time the third bell rang. As such, Defendants provided short or otherwise unlawful
18 meal periods to Plaintiff and their non-exempt employees because they would be required to cut
19 their 30 minutes short in order to be back at their works stations ready to commence work.

20 14. Further, Defendants did not require Plaintiff and the other non-exempt employees
21 to clock in and out for their meal periods if they remained on the premises. Therefore, despite
22 Defendants' failure to keep any records of Plaintiff's meal periods when he remained on the work
23 premises, Plaintiff is informed and believes that Defendants unlawfully and automatically
24 deducted thirty minutes from Plaintiff's work time each shift for a purported meal period
25 regardless of whether or not a meal period was taken and regardless of whether the meal period,
26 if taken, was less than 30 minutes in length. As a result, Defendants failed to pay Plaintiff and
27 other non-exempt employees all of their minimum and overtime wages owed.

28 15. Although Plaintiff was not provided with all legally-compliant meal periods to

1 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
2 premium for each workday in which he experienced a meal period violation as mandated by Labor
3 Code § 226.7. Upon information and belief during at least a portion of the class period,
4 Defendants maintained no payroll code or other mechanism for the payment of meal period
5 premium payments under Labor Code § 226.7 in the event that a legally compliant meal period
6 was not provided to Plaintiff and their non-exempt employees.

7 16. Plaintiff was also not authorized and permitted to take all legally required and
8 compliant rest periods due to Defendants' rest period policies and practices. Specifically,
9 Defendants also utilized the aforementioned bell system to signify the start and stop of a rest
10 period and required employees to be working by the time the second bell would ring at the 10-
11 minute mark. Thus, Defendants' rest period policies and practices did not authorize and permit
12 Plaintiff and the other non-exempt employees a net ten-minute rest period for every four hours
13 worked, or *major fraction thereof*. Additionally, Defendants mandated that any employee who
14 wanted to leave the premises during their rest periods would have to clock out and not be paid for
15 such time. Thus, in essence, in order to be paid for rest periods (as required by law), Plaintiff and
16 the other non-exempt employees essentially were required to remain on the premises during their
17 rest periods. Because Defendants' rest period policy or practice requires employees to remain on
18 the work premises during rest periods, Defendants' rest period policy fails to relinquish control
19 over how employees spend their time during rest periods in violation of California law.

20 17. On those occasions when Plaintiff was not authorized and permitted to take all
21 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
22 with the required rest period premium for each workday in which he experienced a rest period
23 violation as mandated by Labor Code § 226.7. Further, upon information and belief during at
24 least a portion of the class period, Defendants maintained no payroll code or other mechanism for
25 the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally
26 compliant rest period was not provided to their non-exempt employees.

27 18. As a result of Defendants' failure to pay all minimum wages, overtime wages, as
28 well as meal period premium wages and rest period premium wages, Defendants maintained

inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

19. As a further result of Defendants' failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff upon his termination of employment with Defendants.

CLASS ACTION ALLEGATIONS

20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 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/practices, during the four years preceding the filing of the lawsuit through the present.
- b. The Overtime Class: consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours per day and/or forty hours per week and subject to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of this lawsuit through the present date.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees who: (i) worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class and/or Rest Period Class in California, during the three years immediately preceding the filing of the lawsuit through the present.

g. The UCL Class consists of members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class; and (vi) Waiting Time Penalty Class.

21. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

22. **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 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than sixty (60) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

23. **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. Those common questions include, without limitation:

i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes for all hours actually worked;

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

iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. Whether Defendants authorized and permitted all legally compliant rest periods to

- 1 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 2 v. Whether Defendants furnished legally compliant wage statements to members of
- 3 the Wage Statement Class pursuant to Labor Code § 226;
- 4 vi. Whether Defendants' policies and/or practices for the timing and amount of
- 5 payment of final wages to members of the Waiting Time Class at the time of their
- 6 separation of employment were lawful; and
- 7 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
- 8 business practices by and through the wage and hour policies and practices
- 9 described above, and whether as a result Defendants owe the classes restitution.

10 **24. Predominance of Common Questions:** Common questions of law and fact

11 predominate over questions that affect only individual members of the Classes. The common

12 questions of law set forth above are numerous and substantial and stem from Defendants' policies

13 and/or practices applicable to each individual class member, such as Defendants' uniform

14 timekeeping, minimum wage payment, overtime wage payment, and meal and rest period policies

15 and practices. As such, the common questions predominate over individual questions concerning

16 each individual class member's showing as to their eligibility for recovery or as to the amount of

17 their damages.

18 **25. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

19 Plaintiff was employed by Defendants as a non-exempt employee in California during the

20 statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged

21 herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum

22 and overtime wages, was not provided with all required meal periods, was not authorized and

23 permitted to take all required rest periods, did not receive meal and rest period premium wages

24 when he was not provided compliant meal and rest periods, was not provided with accurate,

25 itemized wage statements, and was not paid all premium wages due at the time of termination.

26 **26. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

27 to represent fairly and adequately the interests of the members of the Classes. Moreover,

28 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 27. **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 identified in Paragraph 20 are maintainable as a Class under § 382 of the
28 Code of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

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

5 29. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197
6 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
7 hours worked, and provide a private right of action for the failure to pay all minimum wage
8 compensation for all work performed.

9 30. At all times relevant herein, Defendants were required to properly compensate
10 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
11 California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 1. The Wage Order 1,
12 Section 4 requires an employer to pay to every employee on the established payday for the period
13 involved not less than the applicable minimum wage for all hours worked in the payroll period.
14 Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a
15 workweek but did not properly compensate Plaintiff and the members of the Minimum Wage
16 Class at least minimum wages for such hours.

17 31. At all times relevant herein, Defendants lacked good faith and had no reasonable
18 grounds for believing that their practices in failing to pay all minimum wages owed at the
19 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
20 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing
21 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
22 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
23 Labor Code § 1194.2.

24 32. The foregoing practices and policies are unlawful and create entitlement to
25 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
26 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
27 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
28 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 1, California

Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES OWED

(AGAINST ALL DEFENDANTS)

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

34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

35. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and the Wage Order 1. Labor Code § 510 and the Wage Order 1, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and the Wage Order 1, Section 3 also require an employer to pay an employee double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Plaintiff is further informed and believes that Defendants failed to incorporate all non-discretionary Incentive Pay into the regular rate of pay of members of the Overtime Class, resulting in members of the Overtime Class being underpaid for overtime hours worked.

36. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 210, 216,

218.5, 218.6, 510, 558, 1194 and 1198, the Wage Order 1, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

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

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

39. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 1, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

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

41. The Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

42. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

43. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according

to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.*

46. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

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

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

1 employee's last date of employment.

2 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due
4 to them at their separation from employment, including, meal and rest period premium wages.

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

9 52. Defendants' failure to pay all final wages was willful within the meaning of Labor
10 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
11 Time Penalty Class their earned wages upon separation from employment results in a continued
12 payment of wages up to thirty days from the time the wages were due.

13 53. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled
14 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

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

19 55. Defendants have engaged and continue to engage in unfair and/or unlawful
20 business practices in California in violation of California Business and Professions Code § 17200
21 *et seq.*, by failing to properly pay all minimum and overtime wages, provide all required meal
22 periods and authorize and permit all required rest periods, or pay premium payments in lieu
23 thereof.

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

1 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
3 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
4 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

5 58. The acts complained of herein occurred within the last four years immediately
6 preceding the filing of the lawsuit in this action.

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

12 **EIGHTH CAUSE OF ACTION**

13 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

14 **(AGAINST ALL DEFENDANTS)**

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

16 61. Defendants have committed several Labor Code violations against Plaintiff and
17 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
18 § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
19 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
20 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558
21 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
22 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
23 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
24 amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each
25 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for
26 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
27 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each
28 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) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees; and
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees.

62. On January 7, 2021, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, 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 violations of the California Labor Code identified in Paragraph 61 (a)-(h). Attached hereto as Exhibit A is a true and correct copy of the January 7, 2021 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

63. Plaintiff was compelled to retain the services of counsel to file this court action to protect his 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 he is entitled to receive under California Labor Code § 2699.

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1194, 1194.2 and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, 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 \$200.00 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) \$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; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 61 (a)-(h) above;

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

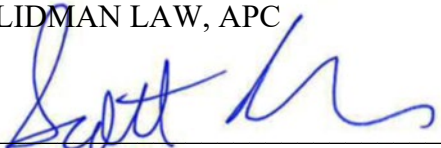
13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: May 19, 2021

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

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EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

January 7, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

R C FURNITURE, INC.
c/o Rene Cazares, Agent for Service of Process
1111 Jellick Avenue
City of Industry, CA 91748

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

R C FURNITURE, INC.
1111 Jellick Avenue
City of Industry, CA 91748

Re: *Jose Carlos Martinez v. R C Furniture, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Jose Carlos Martinez in claims arising from his employment with R C Furniture, Inc., a California corporation (“Defendant”). Mr. Martinez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Martinez, a former non-exempt employee, was employed by Defendant from approximately March 9, 2020 through in or around late November/early December 2020. During his employment, Mr. Martinez performed various job duties, including without limitation, carpenter-related duties and assembly of tables and couches at Defendant’s location in City of Industry, California.

During his employment with Defendant, Mr. Martinez was generally scheduled to work from 6:00 a.m. to 2:30 p.m. Monday through Friday. He also was often scheduled to work on Saturdays. Then during approximately the last five months of his employment with Defendant, Mr. Martinez was scheduled to work 10:00 a.m. to 6:30 p.m. Monday through Friday. Defendant required Mr. Martinez to clock in and out by swiping a card into a timekeeping system to keep track and record his work time.

During his employment with Defendant, Defendant would keep track of Mr. Martinez’s time worked and would unlawfully shave his work time and/or round his work time such that Mr. Martinez would not be fully paid for all time worked. Specifically, Mr. Martinez was required to and would clock in three to five minutes before his scheduled start time to being to prepare for work. However, Defendant’s would not pay Mr. Martinez for this time and would not begin compensating Mr. Martinez

until his scheduled start time. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Martinez was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Martinez all required minimum and overtime wages.

Additionally, in connection with the COVID-19 pandemic, during the most recent portion of Mr. Martinez's employment with Defendant, Defendant required Mr. Martinez and their other non-exempt employees to be subjected to temperature checks before they were allowed to clock in and commence work. Despite being under Defendant's direction and control and being required to undergo the temperature checks for the benefit of Defendant, Defendant would not compensate Mr. Martinez or the other employees for this time. Further, if Defendant deemed Mr. Martinez's temperature to high, they would instruct him to go sit under a tree outside and wait for approximately 10 minutes before he would be required to return for another temperature check before being allowed to clock in and commence work. Mr. Martinez was also not paid for this time despite being under Defendant's direction and control. As a result, Defendant failed to pay Mr. Martinez all required minimum and overtime wages.

Throughout Mr. Martinez's employment with Defendant, Mr. Martinez was not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Specifically, Defendant had a policy/practice of notifying Mr. Martinez and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period. When Mr. Martinez began work at 6:00 a.m., the lunch bell would ring at 10:30 a.m. to alert employees to the start of the meal period. Then a second bell would ring two to three minutes before the end of the thirty-minute meal period, to alert Mr. Martinez to return back to his work station. A third bell then rang at exactly the thirty-minute mark and Defendant had a policy of requiring Mr. Martinez and their other non-exempt employees to be at their work stations ready to re-commence work by the time the third bell rang. As such, Defendant provided short or otherwise unlawful meal periods to Mr. Martinez and their non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their works stations ready to commence work.

Further, Defendant did not require Mr. Martinez and the other non-exempt employees to clock in and out for their meal periods if they remained on the premises. Therefore, despite Defendant's failure to keep any records of Mr. Martinez's meal periods when he remained on the work premises, Mr. Martinez is informed and believes that Defendant unlawfully and automatically deducted thirty minutes from Mr. Martinez's work time each shift for a purported meal period regardless of whether or not a meal period was taken and regardless of whether the meal period, if taken, was less than 30 minutes in length. As a result, Defendant failed to pay Mr. Martinez and other non-exempt employees all of their minimum and overtime wages owed.

Although Mr. Martinez was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Martinez with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief during at least a portion of the class period, Defendant maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to Martinez and their non-exempt employees.

Mr. Martinez was also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, Defendant also utilized the aforementioned bell system to signify the start and stop of a rest period and required employees to be working by the time the second bell would ring at the 10-minute mark. Thus, Defendant's rest period policies and practices did not authorize and permit Mr. Martinez and the other non-exempt employees a net ten-minute rest period for every four hours worked, or *major fraction thereof*. Additionally, Defendant mandated that any employee who wanted to leave the premises during their rest periods would have to clock out and not be paid for such time. Thus, in essence, in order to be paid for rest periods (as required by law), Mr. Martinez and the other non-exempt employees essentially were required to remain on the premises during their rest periods. Because Defendant's rest period policy or practice requires employees to remain on the work premises during rest periods, Defendant's rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law.

On those occasions when Mr. Martinez was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Martinez with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief during at least a portion of the class period, Defendant maintained no payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to their non-exempt employees.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Martinez.

As a further result of Defendant's failure to pay all minimum and overtime wages and meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Martinez upon his termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Martinez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 1, § 4. Mr. Bravo and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices. As alleged above, Defendant caused Mr. Martinez and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Martinez and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful timekeeping practices of rounding and/or shaving Mr. Martinez's time worked. Additionally, Defendant did not compensate Mr. Martinez and other aggrieved employees for the time related to the temperature checks prior to clock in. These practices by Defendant resulted in Defendant not paying Mr. Martinez for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Martinez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendant had a policy/practice of shaving Mr. Martinez’s work time and/or rounding Mr. Martinez’s work time such that he was not fully paid for all time worked. Additionally, Defendant did not compensate Mr. Martinez and other aggrieved employees for the time related to the temperature checks prior to clock in. As a result of these policies/practices, Mr. Martinez and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Martinez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, as a result of the bell signaling system utilized by Defendant, Defendant provided late, short, or otherwise unlawful meal periods to Mr. Martinez and its non-exempt employees. As a result, Mr. Bravo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Mr. Martinez was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Martinez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Martinez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, Defendant’s required Mr. Martinez and other non-exempt employees to remain on the work premises during their rest periods, resulting in Defendant failing to relinquish control over how employees spend their time during rest periods in violation of California law. Further, Defendant’s bell system resulted in rest periods of less than the required net ten minutes. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Martinez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Martinez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Martinez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Mr. Martinez and other aggrieved employees was willful and, consequently, entitles Mr. Martinez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

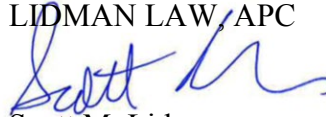
As an "aggrieved employee," Mr. Martinez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Martinez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Martinez and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Martinez and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Martinez and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Martinez and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Martinez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Martinez and other aggrieved employees all earned wages at least twice during each calendar month;

- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Martinez and other aggrieved employees; and
- h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Martinez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

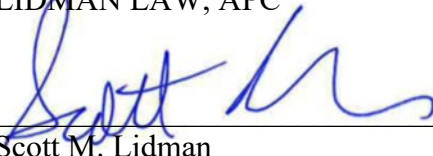
DEMAND FOR JURY TRIAL

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

Dated: May 19, 2021

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El
7 Segundo, California 90245.

8 On May 19, 2021, I served the foregoing document(s) described as:
9 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the
10 interested party(ies) in this action as follows:

11 Darin Webb, Esq.
12 dwebb@grsm.com
13 George Soares, Esq.
14 gsoares@grsm.com
15 **GORDON REES SCULLY MANSUKHANI, LLP**
16 101 W. Broadway, Suite 2000
17 San Diego, CA 92101

18 Attorneys for Defendant
19 R C FURNITURE, INC.

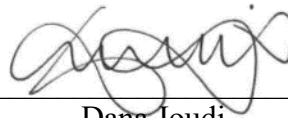
20 [] (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and
21 processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or
22 package addressed to the persons at the address(es) listed above. Under the practice the
23 correspondence would be deposited with the U.S. postal service on the same day with postage
24 thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that
25 on motion of the party served, service is presumed invalid if postage cancellation date or postage
26 date is more than one day after date of deposit for mailing in affidavit.

27 [] (BY ELECTRONIC MAIL) I sent the document(s) described above from the electronic
28 service address djoudi@lidmanlaw.com to the electronic service address(es) listed above.

[X] (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s)
described above to be electronically served on counsel of record at the electronic service
addresses listed above by transmission to Case Anywhere.

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

Executed on May 19, 2021, at El Segundo, California.


Dana Joudi