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Superior Court of California
County of Los Angeles

APR 07 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MANUEL BRAVO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BANDY MANUFACTURING, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV00649

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

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

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

3 (7) CIVIL PENALTIES UNDER THE
4 LABOR CODE PRIVATE
5 ATTORNEYS GENERAL ACTION OF
6 2004 (LABOR CODE § 2698 *et seq.*)

7 DEMAND FOR JURY TRIAL
8 UNLIMITED CIVIL CASE
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1 Plaintiff Manuel Bravo (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Bandy Manufacturing, LLC, a California limited liability company, and DOES 1 to 100, inclusive
4 (collectively “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 §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197,
9 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in
10 addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California
11 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
12 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
13 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)
18 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,
19 and 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 and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and
28 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage

Order 1, which sets employment standards for the manufacturing industry, 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 being the self-described lead supplier of standard and custom hinges to the aerospace industry. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, 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 17) 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 current non-exempt employee, has been employed by Defendants since
5 approximately March 1, 1994 through the present. On or about August 7, 2020, Plaintiff began
6 a medical leave of absence. During his employment with Defendants, Plaintiff worked as a
7 Machine Operator at Defendants' location in Burbank, California.

8 10. During his employment with Defendants, Plaintiff was scheduled to work 6:00
9 a.m. to 2:30 p.m. Monday through Friday. Defendants required Plaintiff to clock in and out by
10 scanning his finger into a timekeeping system.

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

20 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
21 all required meal periods due to Defendants' meal period policies/practices which fail to provide
22 uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work.
23 Specifically, Defendants had a policy/practice of notifying Plaintiff and other non-exempt
24 employees of the time to take a meal period by ringing a bell to signal the commencement of the
25 meal period. For the morning shift, the lunch bell would ring at 10:45 a.m. to alert employees to
26 the start of the meal period. The second bell signaling the end of lunch rang at 11:15 a.m.
27 Defendants had a policy of requiring Plaintiff and their other non-exempt employees to return
28 from their meal periods at least five minutes early to clock back in (given the long lines at the

time clock) and be at their work stations ready to re-commence work at 11:15 a.m. As such, Defendants provided short or otherwise unlawful meal periods to Plaintiff and their non-exempt employees.

13. Although Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff 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, Defendants 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 Plaintiff and their non-exempt employees.

14. Plaintiff was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, Defendants 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), Plaintiff and the other non-exempt employees essentially were required to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As a result, Defendants' rest period policy fails to authorize and permit legally-compliant duty-free rest periods.

15. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff 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, Defendants 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.

16. As a result of Defendants' failure to pay all minimum wages, overtime wages, as

well as meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff. Further, Defendants independently failed to comply with Labor Code section 226 by furnishing wage statements that failed to include either the name or the address of the legal entity that is the employer.

CLASS ACTION ALLEGATIONS

17. **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 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.
- b. 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.
- 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 of Defendants' current and former non-exempt employees who received a wage statement that did not include the name and/or the address of the legal name that is the employer, as well as those current and former non-exempt employees in the: (i) Overtime Class; (ii) Minimum Wage

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

18. 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.

19. **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. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **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 properly paid all minimum wages and/or overtime wages at the correct regular rate of pay and/or paid for all hours worked pursuant to Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, and 1198;
- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

1 21. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
5 minimum wage payment, overtime wage payment, and meal and rest period policies and
6 practices. As such, the common questions predominate over individual questions concerning
7 each individual class member's showing as to their eligibility for recovery or as to the amount of
8 their damages.

9 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
10 Plaintiff was employed by Defendants as a non-exempt employee in California during the
11 statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged
12 herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum
13 wages, overtime wages, was not provided all legally required meal breaks, was not permitted and
14 authorized to take all required rest periods, did not receive meal rest period premium wages when
15 he was not provided compliant meal and rest periods, and was not provided with accurate,
16 itemized wage statements.

17 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
18 to represent fairly and adequately the interests of the members of the Classes. Moreover,
19 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
20 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
21 and-hour class actions in state and federal courts in the past and are committed to vigorously
22 prosecuting this action on behalf of the members of the Classes.

23 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
24 an important public interest in establishing minimum working conditions and standards in
25 California. These laws and labor standards protect the average working employee from
26 exploitation by employers who have the responsibility to follow the laws and who may seek to
27 take advantage of superior economic and bargaining power in setting onerous terms and
28 conditions of employment. The nature of this action and the format of laws available to Plaintiff

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
4 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
5 their vastly superior financial and legal resources. Moreover, requiring each member of the
6 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current employer
8 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
9 employment. Further, the prosecution of separate actions by the individual class members, even
10 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
11 with respect to the individual class members against Defendants herein; and which would
12 establish potentially incompatible standards of conduct for Defendants; and/or legal
13 determinations with respect to individual class members which would, as a practical matter, be
14 dispositive of the interest of the other class members not parties to adjudications or which would
15 substantially impair or impede the ability of the class members to protect their interests. Further,
16 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
17 individual prosecution considering all of the concomitant costs and expenses attending thereto.
18 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the
19 Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

22 **(AGAINST ALL DEFENDANTS)**

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

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

28 27. At all times relevant herein, Defendants were required to properly compensate

1 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
2 California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order
3 1, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular
4 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.
5 Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee
6 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess
7 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff
8 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours
9 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class
10 at one and one-half their regular rate of pay for such hours.

11 28. The foregoing practices and policies are unlawful and create entitlement to
12 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
13 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
14 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,
15 510, 558, 1194 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5 California
16 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

17 **SECOND CAUSE OF ACTION**

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

19 **(AGAINST ALL DEFENDANTS)**

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

21 30. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and
22 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
23 hours worked, and provide a private right of action for the failure to pay all minimum wage
24 compensation for all work performed.

25 31. At all times relevant herein, Defendants were required to properly compensate
26 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
27 California Labor Code §§ 1194, 1197 and 1198, and Wage Order 1. Wage Order 1, Section 4
28 requires an employer to pay to every employee on the established payday for the period involved

not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

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

33. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, by failing to provide timely first meals periods on shifts over 5 hours and by failing to provide second meal periods on shifts of over 10.0 hours as required by California law.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 1, Labor Code §§ 226.7, 512, and 558, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS

(AGAINST ALL DEFENDANTS)

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

38. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 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*.

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

40. 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, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

42. 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 actual regular and overtime hours worked, total gross wages earned, total net wages earned, hourly rates of pay, and name and address of legal employer in violation of Labor Code § 226 *et seq.*

43. 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 minimum wages, and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

44. 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

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

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

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

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

49. The acts complained of herein occurred within the last four years immediately

preceding the filing of the lawsuit in this action.

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

SEVENTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

52. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the 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 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;

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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; and

g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

53. 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 52 (a)-(g). 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.

54. 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

1 he is entitled to receive under California Labor Code § 2699.

2 **PRAYER**

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

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
17 to Labor Code § 226 *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
19 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
20 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
21 *seq.*;
- 22 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
24 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
25 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
26 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
27 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for
28 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)

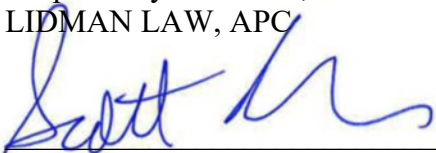
1 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor
2 Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00
3 for each subsequent violation per employee per pay period for those violations of the Labor Code
4 for which no civil penalty is specifically provided, based on the Labor Code violations cited in
5 Paragraph 52 (a)-(g) above;

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

8 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
9 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

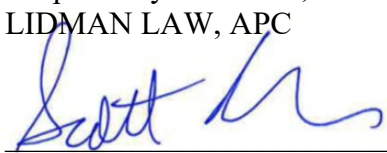
11
12 Dated: April 7, 2021

13
14 By: 
15 Scott M. Lidman
16 Elizabeth Nguyen
17 Milan Moore
18 Attorneys for Plaintiff
19 MANUEL BRAVO

20
21 **DEMAND FOR JURY TRIAL**

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

23
24 Dated: April 7, 2021

25
26 By: 
27 Scott M. Lidman
28 Elizabeth Nguyen
Milan Moore
Attorneys for Plaintiff
MANUEL BRAVO

PROOF OF SERVICE

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

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

On April 7, 2021, I served the foregoing document(s) described as:
FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT on the interested party(ies) in this action as follows:

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

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

☒ (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 April 7, 2021, at El Segundo, California.



Dana Joudi