

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Neil M. Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

MAY 03 2021

Sherri R. Carter, Executive Officer/Clerk of Court

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

BEE IMAGINE LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,
Defendants.

Case No.: 21STCV07867

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

- (1) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (2) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (3) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);
- (4) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, AND 1198);**
- (5) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226 *et seq.*); and
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Cuellar (“Plaintiff”) on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Defendant
3 Bee Imagine LLC, a Delaware 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 action for recovery of unpaid wages and penalties under California Labor Code sections 204, 226,
8 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et. seq.*, Business and
9 Professions Code section 17200 *et. seq.*, and Industrial Welfare Commission Wage Order 9
10 (“Wage Order 9”), in addition to seeking declaratory relief and restitution. This action is brought
11 pursuant to California Code of Civil Procedure section 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 California Code of Civil
16 Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of
17 herein occurred in the County of Los Angeles. Defendants transact business within the County
18 of Los Angeles and/or otherwise are found within the County of Los Angeles, and Defendants
19 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 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, and
25 performed work for Defendants within the County of Los Angeles. Plaintiff was, and is, a victim
26 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
27 has been deprived of the rights guaranteed by Labor Code sections 204, 226 *et seq.*, 226.7, 510,
28 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et. seq.*, California Business and

1 Professions Code section 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 9, which
2 sets employment standards for the transportation (including warehousing and storage) industry.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing this action and continuing to the present, Defendants did (and continue
5 to do) business within the County of Los Angeles and the State of California by providing third
6 party logistics services in several California locations including in Los Angeles County, and
7 therefore, were (and are) doing business in the County of Los Angeles and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
12 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
13 individual, partners, or corporate, were responsible in some manner for the acts and omissions
14 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
15 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and further, the Defendants, and each
20 of them, were the agents, servants, and employees of each and every other Defendant, as well as
21 the agents of all Defendants, and at all times herein mentioned were acting within the course and
22 scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
28 members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants are an industry leading third party logistics provider, which has locations in Long Beach, Irwindale, and Fontana, specializing in warehousing, distribution, transportation, and fulfillment. Plaintiff was hired by Defendants in November 2018 and worked until approximately February 12, 2020, at which point he sustained a work-related injury, and he has not actively worked since that time. The last paycheck Plaintiff received while working was dated February 28, 2020. During Plaintiff's employment with Defendants he has worked out of their Irwindale location in the non-exempt position of Warehouse Associate.

10. During at least a portion of Plaintiff's employment with Defendants, Plaintiff and similarly situated employees would clock in and out for the start and end of their work shifts and for their meal periods using an electronic timeclock system. In addition, Plaintiff and similarly situated employees would also clock out and in for their rest periods.

11. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and similarly situated employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work. In addition, Plaintiff and other similarly situated employees were interrupted during meal periods for work related purposes and were not always provided with a full 30 minutes for a meal period. In those instances where Defendants failed to provide all complaint meal periods, Defendants failed to pay Plaintiff and similarly situated employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

12. Defendants also failed to authorize and permit Plaintiff and similarly situated employees to take all duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. Specifically, Plaintiff and other similarly situated employees did not always receive all rest periods that they were legally entitled to, and additionally, were on occasions required to work during their rest periods. On occasions when Plaintiff and other non-exempt employees were not authorized and permitted

1 to take all legally-compliant rest periods to which they were entitled, Defendants failed to
2 compensate Plaintiff and other non-exempt employees with an additional hour of premium pay at
3 their respective regular rates of pay for each workday in which a rest period violation occurred,
4 as required by Labor Code section 226.7.

5 13. As a result of requiring, authorizing and/or permitting Plaintiff and other similarly
6 situated employees to work during their statutorily mandated meal, Defendant did not pay all
7 minimum and overtime wages owing, as these employees worked during these time periods
8 without compensation.

9 14. As a result of the aforementioned alleged violations, Defendants failed to issue
10 wage statements that complied with Labor Code section 226, *et seq.*

11 **CLASS ACTION ALLEGATIONS**

12 15. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
13 following Classes pursuant to section 382 of the Code of Civil Procedure:

- 14 a. The Meal Period Class consists of all Defendants' current and former non-exempt
15 employees in California who worked at least one shift in excess of 5.0 hours,
16 during the four years immediately preceding the filing of this action through the
17 present.
- 18 b. The Rest Period Class consists of all Defendants' current and former non-exempt
19 employees in California who: worked at least one shift in excess of 3.5 hours,
20 during the four years immediately preceding the filing of this action through the
21 present.
- 22 c. The Unpaid Wage Class (Minimum and Overtime Wages) consists of all members
23 of the Meal Period Class and/or Rest Period Class who worked at least one shift
24 in excess of 3.5 hours, during the four years immediately preceding the filing of
25 this action through the present.
- 26 d. The Wage Statement Class consists of all members of the Meal Period Class, Rest
27 Period Class, and/or Unpaid Wage Class, during the one year immediately
28 preceding the filing of this action through the present.

1 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes
3 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
4 number greater than one hundred (100) individuals. The identity of such membership is readily
5 ascertainable via inspection of Defendants' employment records.

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

- 10 i. Whether Defendants provided all legally compliant meal periods to members of
11 the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- 12 ii. Whether Defendants authorized and permitted all lawful rest periods to members
13 of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- 14 iii. Whether Defendants correctly paid meal and/or rest period premium payments for
15 non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
- 16 iv. Whether Defendants paid all compensation due to members of the Unpaid Wages
17 Class; and
- 18 v. Whether Defendants furnished legally compliant wage statements to members of
19 the Wage Statement Class pursuant to Labor Code section 226.

20 18. **Predominance of Common Questions:** Common questions of law and fact
21 predominate over questions that affect only individual members of the Classes. The common
22 questions of law set forth above are numerous and substantial and stem from Defendants' policies
23 and/or practices applicable to each individual class member, such as Defendants' uniform meal
24 and rest period policies/practices as well as wage statement policies/practices. As such, common
25 questions predominate over individual questions concerning each individual class member's
26 showing as to their eligibility for recovery or as to the amount of their damages.

27 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
28 Plaintiff was employed by Defendants as a non-exempt employee in California during the

1 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
2 herein, Plaintiff, like the members of the Classes, was not provided all required meal periods, was
3 not authorized and permitted to take all required rest periods, did not receive meal and rest period
4 premium wages at her regular rate of pay for missed or non-compliant meal and rest periods, did
5 not receive all final wages owed at the time of her separation of employment, and did not receive
6 accurate itemized wage statements.

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

13 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
14 an important public interest in establishing minimum working conditions and standards in
15 California. These laws and labor standards protect the average working employee from
16 exploitation by employers who have the responsibility to follow the laws and who may seek to
17 take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment. The nature of this action and the format of laws available to Plaintiff
19 and members of the Classes make the class action format a particularly efficient and appropriate
20 procedure to redress the violations alleged herein. If each employee were required to file an
21 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
22 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
23 their vastly superior financial and legal resources. Moreover, requiring each member of the
24 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
25 employees who would be disinclined to file an action against their former and/or current employer
26 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
27 employment. Further, the prosecution of separate actions by the individual class members, even
28 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

1 with respect to the individual class members against Defendants herein; and which would
2 establish potentially incompatible standards of conduct for Defendants; and/or legal
3 determinations with respect to individual class members which would, as a practical matter, be
4 dispositive of the interest of the other class members not parties to adjudications or which would
5 substantially impair or impede the ability of the class members to protect their interests. Further,
6 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
7 individual prosecution considering all of the concomitant costs and expenses attending thereto.
8 As such, the Classes identified herein are maintainable as a Class under section 382 of the Code
9 of Civil Procedure.

10 **FIRST CAUSE OF ACTION**
11 **MEAL PERIOD VIOLATIONS**
12 **(AGAINST ALL DEFENDANTS)**

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

14 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed in their affirmative obligation to provide all of their non-exempt employees in California,
16 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
17 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11, for the
18 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
19 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
20 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
21 California Labor Code §§ 226.7 and 512.

22 24. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
24 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 7, and Code of Civil Procedure §
25 1021.5.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5
6
7

8
9
0
1
2
3

4
5
6
7

8

9

20

21

22
23
24
25
26
27

28

1 31. At all relevant times herein, Defendants failed to conform their pay practices to the
2 requirements of the law for the reasons discussed herein. Accordingly, Plaintiff and members of
3 the Unpaid Wage Class were not compensated for all hours worked, including, but not limited to
4 all hours they were subject to the control of Defendants and/or suffered or permitted to work under
5 the California Labor Code and Wage Order 9.

6 32. Defendants' policy and practice of not paying all minimum wages violates Labor
7 Code §§ 204, 210, 216, 558, 1182.12, 1197.1, and 1198, and Wage Order 9.

8 33. Such a practice and uniform administration of corporate policy regarding illegal
9 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
10 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
11 liquidated damages, including interest thereon, statutory penalties, civil penalties, attorneys' fees,
12 and costs of suit according to Labor Code §§ 204, 210, 216, 558, 1194, 1194.2, and 1198, and
13 Code of Civil Procedure § 1021.5.

14 **FOURTH CAUSE OF ACTION**
15 **FAILURE TO PAY ALL OVERTIME WAGES**
16 **(AGAINST ALL DEFENDANTS)**

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

18 35. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
19 and 1198, which provide that non-exempt employees are entitled to all overtime wages and
20 compensation for hours worked and provide a private right of action for the failure to pay all
21 overtime compensation for overtime work performed.

22 36. At all relevant times, Defendants were required to properly compensate Plaintiff
23 and Unpaid Wage Class members for all overtime hours worked pursuant to Labor Code § 1194
24 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee "one and one-
25 half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day
26 and/or in excess of 40 hours of work in the workweek, and also requires an employer to pay an
27 employee double the employee's regular rate of pay for work in excess of 12 hours each work
28 day and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek.

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 regularly and systematically, as a policy and practice, did not record employees' hours worked and
3 did not pay al overtime wages. Defendants' policy and practice of requiring overtime work and
4 not paying at the proper overtime rates for said work violates Labor Code §§ 204, 210, 216, 510,
5 558, 1194, and 1198, and Wage Order 9.

6 38. The foregoing policies and practices are unlawful and create an entitlement to
7 recovery by Plaintiff and members of the Unpaid Wage Class in a civil action for the unpaid
8 amount of overtime premiums owing, including interest thereon, statutory penalties, civil
9 penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 510, 558,
10 1194, and 1198, and Code of Civil Procedure § 1021.5.

11 **FIFTH CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
17 and members of the Wage Statement Class with complete and accurate wage statements that
18 included, among other requirements, all overtime and minimum wages earned, and all meal and
19 rest period premium wages owed in violation of Labor Code sections 226 *et seq.*

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

9
0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

8
9
20
21
22
23
24
25
26
27
28

20
21
22
23
24
25
26
27
28

25
26
27
28

26
27
28

28

28

1 50. Defendants have committed several Labor Code violations against Plaintiff,
2 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
3 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself, the State of
4 California, and other aggrieved employees, brings this representative action against Defendants
5 to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved
6 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
7 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
8 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
9 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
10 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
11 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
12 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
13 employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00
14 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period;
15 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
16 employee per pay period for those violations of the Labor Code for which no civil penalty is
17 specifically provided, based on the following Labor Code violations:

- 19 a. Failing to provide Plaintiff and other aggrieved employees all legally
20 required meal periods and failing to pay meal period premiums at the
21 employees’ respective regular rates of compensation, in violation of Labor
22 Code §§ 226.7, 512, 558, and 1198;
- 23 b. Failing to authorize and permit Plaintiff and other aggrieved employees all
24 required rest periods and failing to pay rest period premiums in violation of
25 Labor Code §§ 226.7, 516, 558, and 1198;
- 26 c. Failing to pay Plaintiff and other aggrieved employees the statutory
27 minimum wage for all hours worked in violation of Labor Code §§ 1182.12,
28 1194, 1194.2, 1197, and 1198;

- d. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double time compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate and compliant itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation of Labor Code § 1174, and 1198.

51. On or about February 26, 2021 Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

52. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California at any time from one year and 178 days prior to the submission of Plaintiff’s PAGA notice to the present.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest 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 recover 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 558, 1194, 1194.2, and 1197;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code section 226 *et. seq.*;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes 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 California Business and Professions Code § 17200 *et seq.*;
10. Upon the Seventh 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) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 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 violations of Labor Code sections identified in Paragraph 50 (a)-(g) above.

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

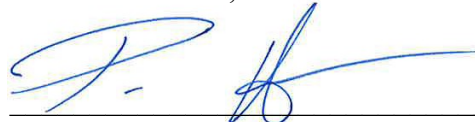
12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g), Code of Civil Procedure § 1021.5, and any other applicable statutes; and

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

Dated: May 3, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: May 3, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff