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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11 UNLIMITED JURISDICTION
12

13 RAUL ZAMORA, on behalf of himself and all
14 other aggrieved employees,

15 *Plaintiff,*

16 v.

17 RIVIERA BRONZE MFG, LLC, a Delaware
18 limited liability company; RIVIERA
19 BRONZE MFG, INC., a California
20 corporation; CORNERSTONE CAPITAL
21 PARTNERS, INC., a New York corporation;
22 and DOES 1 through 50, inclusive,

23 *Defendants.*
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Case No.

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff RAUL ZAMORA ("Plaintiff"), all other aggrieved employees, the State of
2 California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants RIVIERA BRONZE
5 MFG, LLC, a Delaware limited liability company; RIVIERA BRONZE MFG, INC., a California
6 corporation; CORNERSTONE CAPITAL PARTNERS, INC., a New York corporation; and DOES
7 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the
8 Labor Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 (1) failed to provide Plaintiff and all other aggrieved employees with meal periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to pay them for all vested vacation pay;
- 20 (10) failed to reimburse them for all necessary business expenses;
- 21 (11) failed to provide them with accurate written wage statements; and
- 22 (12) failed to pay them all of their final wages following separation of employment.

23 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
24 wages, restitution, civil and statutory penalties, and related relief on behalf of himself and all others
25 similarly situated, all other aggrieved employees, and the State of California.

26 **JURISDICTION AND VENUE**

27 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
28 by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the

1 State of California.

2 3. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure
3 §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that
4 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
5 offices, transacts business, and/or has an agent therein.

6 **PARTIES**

7 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
8 residing in the State of California.

9 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant RIVIERA
10 BRONZE MFG, LLC is, and at all relevant times mentioned herein, a Delaware limited liability
11 company doing business in the State of California.

12 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
13 CORNERSTONE CAPITAL PARTNERS, INC. is, and at all relevant times mentioned herein, a
14 New York corporation doing business in the State of California.

15 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant RIVIERA
16 BRONZE MFG, INC. is, and at all relevant times mentioned herein, a California corporation doing
17 business in the State of California.

18 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
19 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
20 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
21 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
22 fictitiously named defendants are responsible in some manner for the occurrences, acts and
23 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
24 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
25 capacities of the DOE defendants when ascertained.

26 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some or all of the defendants were the representatives, agents, employees,
28 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some

1 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
2 and scope of such relationship and with the full knowledge, consent, and ratification by such other
3 defendants.

4 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 10. Plaintiff worked for Defendants as an hourly, non-exempt employee during the
6 relevant statutory period.

7 **Off-the-clock Work**

8 11. Plaintiff and aggrieved employees were not paid all wages earned as Defendants
9 directed, permitted, or otherwise encouraged Plaintiff and aggrieved employees to perform off-the-
10 clock work.

11 12. During the applicable limitations period, Plaintiff and the aggrieved employees had
12 to work off-the-clock because they were not paid for all hours worked including, but not limited to,
13 Defendants failing to pay them for travel time, deducting time taken out of their paychecks whether
14 or not they took meal periods, and management talking to Plaintiff and aggrieved employees while
15 “off-the-clock” about work tasks.

16 13. As a result of performing off-the-clock work that was directed, permitted, or
17 otherwise encouraged by Defendants, Plaintiff and aggrieved employees should have been paid for
18 this time. Instead, Defendants only paid Plaintiff and aggrieved employees based on the time they
19 were clocked in for their shifts and did not pay Plaintiff and aggrieved employees for any of the
20 time spent working off-the-clock.

21 14. Defendants were aware of this practice and directed, permitted, or otherwise
22 encouraged Plaintiff and aggrieved employees to perform off-the-clock work.

23 15. As a result of Defendants’ policies and practices, Plaintiff and aggrieved employees
24 were not paid for all hours worked.

25 **Missed Meal Periods**

26 16. Plaintiff and aggrieved employees were not provided with meal periods of at least
27 thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not
28 scheduling each meal period as part of each work shift; (2) chronically understaffing each work

1 shift with not enough workers; (3) imposing so much work on each employee such that it made it
2 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
3 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
4 meal and rest periods.

5 17. Defendants have a policy and/or practice of requiring Plaintiff and the aggrieved
6 employees to take their meal periods after the fifth hour of work. Plaintiff and aggrieved
7 employees frequently worked eight (8) hours before they received any break for a meal period.
8 Additionally, because Plaintiff and aggrieved employees were required to travel to and from job
9 sites, they were regularly deprived of a full thirty-minute period to eat lunch and were told that
10 going to and from jobs was their lunch by their managers and/or supervisors including but not
11 limited to, David Mendez, Dean [surname unknown], and Syd Anderson. Also, Plaintiff and the
12 aggrieved employees were required to clock out for meal periods even though they continued to
13 perform work with the full knowledge of their supervisors. On nearly every occasion that Plaintiff
14 and aggrieved employees tried to take their meal breaks, they were harassed and pressured by their
15 leads, managers, and/or supervisors to eat as quickly as possible and get back to work. Plaintiff
16 reported the meal break violations to HR representative Nicole Walters, but she just gave him a
17 dirty look and refused to do anything about it. Plaintiff likewise reported meal break violations
18 verbally, and on multiple occasions to his supervisors and/or leads, but they would merely tell
19 Plaintiff to get back to work. On one occasion, when Plaintiff tried to take his meal period a
20 supervisor grabbed his stomach and told him that “you don’t need a break, fatass.” Accordingly,
21 Plaintiff and the aggrieved employees were not provided with legally mandated uninterrupted meal
22 periods of at least thirty minutes pursuant to California law.

23 18. Defendants also failed to advise Plaintiff and the aggrieved employees of their legal
24 right to take a second meal period when they worked shifts of ten hours or more. Plaintiff and
25 aggrieved employees regularly worked shifts of between fourteen (14) and fifteen (15) hours
26 without being provided a second meal period.

27 19. As a result of Defendants’ policy and/or practice, Plaintiff and aggrieved employees
28 were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each

1 five (5) hours worked due to complying with Defendants' productivity requirements that required
2 Plaintiff and aggrieved employees to work through their meal periods in order to complete their
3 assignments on time.

4 **Missed Rest Periods**

5 20. Plaintiff and aggrieved employees were not provided with rest periods of at least ten
6 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
7 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
8 each work shift with not enough workers; (3) imposing so much work on each employee such that
9 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
10 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
11 take their meal and rest periods.

12 21. Defendants' written policies failed to advise Plaintiff and the aggrieved employees
13 of their legal right to take rest periods in accordance with California law. Specifically, Defendants
14 have a policy and/or practice of requiring Plaintiff and the aggrieved employees to work through
15 all their rest breaks. Anytime that Plaintiff and aggrieved employees were resting onsite a lead
16 would yell things such as, "Hey! What are you doing? Get back to work!" Plaintiff and aggrieved
17 employees were under constant surveillance and received constant harassment from their
18 supervisors whenever they attempted to take a rest break. This happened constantly, during nearly
19 every work shift.

20 22. As a result of Defendants' policy, Plaintiff and aggrieved employees were regularly
21 not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours
22 worked due to complying with Defendants' productivity requirements that required Plaintiff and
23 aggrieved employees to work through their rest periods in order to complete their assignments on
24 time.

25 **Regular Rate of Pay**

26 23. The regular rate of pay under California law includes all remuneration for
27 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
28 not limited, to, commissions and non-discretionary bonuses.

24. At all relevant times, Defendants violated the above-referenced Labor Code sections by failing to pay Plaintiff and the aggrieved employees for all hours worked, including, but not limited to, overtime hours, double time hours and premiums paid for meal and/or rest break violations. While employed by Defendants, Plaintiff and the aggrieved employees received hourly wages and other remuneration, including, but not limited to, commissions and non-discretionary bonuses and/or other applicable remuneration that must be included when calculated their regular rates of pay. However, Defendants consistently failed to include all applicable forms of remuneration when calculating their regular rates of pay. As a result, any overtime wages and/or premiums paid for meal and/or rest break violations paid to Plaintiff and the aggrieved employees were not paid at the regular rate of pay.

Expense Reimbursement

25. Plaintiff and aggrieved employees were required to utilize their own personal tools to perform their job duties.

26. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the aggrieved employees to incur expenses which Defendants failed and/or refused to reimburse them for including, but not limited to, usage of personal tools that were necessary to complete their jobs but were not provided by Defendants.

27. Defendants failed to reimburse Plaintiff and aggrieved employees for such necessary business expenses incurred by them.

Wage Statements

28. Plaintiff and aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

29. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

30. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

31. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions” were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not included.

32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

33. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive dates of the period for which the employee is paid” were not included.

34. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

35. Defendants failed to comply with Labor Code section 226(a)(8) as “the name and address of the legal entity that is the employer” were not accurately reflected in that RIVIERA BRONZE MFG, INC. was not included.

Exhaustion of Administrative Remedies

36. Plaintiff and the aggrieved employees have exhausted their administrative remedies by providing notice to the Labor and Workforce Development Agency (“LWDA”) on May 13, 2021. The LWDA has decided not to investigate.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

37. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

38. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

39. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,

1 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

2 40. Plaintiff, a former employee against whom Defendants committed one or more of the
3 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
4 within the meaning of Labor Code § 2699(c).

5 41. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
6 § 2699.3.

7 42. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff seeks the following civil
8 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
9 227.3, 510, 512, 1194, 1197, 1198 and 2802:

10 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
11 and 2802, one hundred dollars (\$100) for each employee per pay period for
12 each initial violation and two hundred dollars (\$200) for each employee per
13 pay period for each subsequent violation (penalties set by Labor Code §
14 2699(f)(2));

15 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
16 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

17 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional,
19 two hundred dollars (\$200) for each employee, plus 25% of the amount
20 unlawfully withheld from each employee, for each initial violation that was
21 either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 210);

26 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
27 employee for each initial violation that was neither willful nor intentional,
28 two hundred dollars (\$200) for each employee, plus twenty-five percent

(25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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- (1) Pre-judgment interest;
- (2) Statutory penalties;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

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