

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 David Keledjian (SBN 309135)
david@setarehlaw.com
3 SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
4 Beverly Hills, California 90212
Telephone (310) 888-7771
5 Facsimile (310) 888-0109

6 Justin G. Silverman (SBN 292036)
justin@jsilvermanlaw.com
7 LAW OFFICES OF JUSTIN SILVERMAN, APC
15303 Ventura Blvd., Suite 900
8 Sherman Oaks, CA 91403
Telephone: (818) 585-1267

9 Attorneys for Plaintiff
10 JAIME PINA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF VENTURA
13 UNLIMITED JURISDICTION
14

15 JAIME PINA, on behalf of himself and all
others similarly situated,

16 *Plaintiff,*

17 vs.

18 HAAS AUTOMATION, INC., a California
corporation; and DOES 1 through 50,
19 inclusive,

20 *Defendants.*
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VENTURA
SUPERIOR COURT
FILED
SEP 07 2021

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

ELIZABETH MULLER

Case No.: 56-2021-00554013-CU-OE-VTA

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Reimburse for Necessary Expenditures (Lab. Code § 2802);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Penalties Pursuant to Labor Code § 2699, *et seq.*

JURY TRIAL DEMANDED

By FAX

1 Plaintiffs JAIME PINA (“Plaintiffs”), on behalf of himself, all others similarly situated, the
2 state of California, aggrieved employees, and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants HAAS
5 AUTOMATION, INC., a California corporation, and DOES 1 through 50, inclusive (collectively
6 referred to as “Defendants”) for alleged violations of the California Labor Code and California
7 Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to pay overtime wages at the correct rate;
9 (2) failed to pay overtime wages by failing to include all applicable remuneration
10 in calculating the regular rate of pay;
11 (3) failed to provide meal periods;
12 (4) failed to provide with rest periods;
13 (5) failed to pay at least minimum wage for all hours worked;
14 (6) failed to pay premium wages for missed meal and/or rest periods;
15 (7) failed to reimburse for necessary business expenditures incurred;
16 (8) failed to provide accurate written wage statements; and
17 (9) failed to pay all final wages following separation of employment.

18 Based on these alleged Labor Code violations, Plaintiff now bring this class and representative
19 action to recover unpaid wages, liquidated damages, civil and statutory penalties, restitution and
20 related relief on behalf of himself, all others similarly situated, aggrieved employees, the state of
21 California, and the general public.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
25 of the Superior Court of the State of California.

26 3. Venue is proper in the County of Ventura pursuant to Code of Civil Procedure sections
27 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are
28 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains

1 offices, transacts business and/or has an agent therein.

2 4. Venue is proper in Ventura County because Defendants' have at all times alleged
3 herein, conducted business in Ventura County, and throughout California. As such, venue is proper
4 in any county in California.

5 **PARTIES**

6 5. Plaintiff JAIME PINA is, and at all relevant times mentioned herein, an individual
7 residing in the State of California.

8 6. Plaintiffs is informed and believes, and thereupon alleges that Defendant HAAS
9 AUTOMATION, INC. is, and at all relevant times mentioned herein, a California corporation doing
10 business in the State of California.

11 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
12 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
13 will amend this Complaint to allege the true names and capacities of the DOE defendants when
14 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
15 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
16 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
17 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
18 defendants when ascertained.

19 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
20 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
21 directors, associates, joint venturers, joint employers, principals or co-participants of some or all of
22 the other defendants, and in doing the things alleged herein, were acting within the course and scope
23 of such relationship and with the full knowledge, consent and ratification by such other defendants.

24 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
25 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
26 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
27 and omissions alleged herein.

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1 **CLASS ALLEGATIONS**

2 10. This action has been brought and may be maintained as a class action pursuant to Code
3 of Civil Procedure section 382 because there is a well-defined community of interest among the
4 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
5 unaware of any difficulties likely to be encountered in managing this case as a class action.

6 11. **Relevant Time Period:** The relevant time period is defined as the time period
7 beginning four years prior to the filing of this action until judgment is entered.

8 **Hourly Employee Class:** All persons employed by Defendants, collectively or separately,
9 and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions
10 in California four years prior to the filing of this action and ending on the date that final
11 judgment is entered in this action (“Hourly Employee Class”).

12 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a
13 shift in excess of five hours during the four years prior to the filing of this action and
14 ending on the date that final judgment is entered in this action.

15 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift
16 of at least three and one-half (3.5) hours the four years prior to the filing of this action
17 and ending on the date that final judgment is entered in this action.

18 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
19 separated from their employment with Defendants during the period beginning three
20 years before the filing of this action and ending when final judgment is entered.

21 **Reimbursement Class:** All persons employed by Defendants, collectively or separately,
22 and/or any staffing agencies and/or any other third parties in California four years before the
23 filing of this action and ending when final judgment is entered (“Reimbursement Class”).

24 **Wage Statement Sub-Class:** All persons employed by Defendants, collectively or
25 separately, and/or any staffing agencies and/or any other third parties in California one year
26 before the filing of this action and ending when final judgment is entered.

27 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California
28 during the four years prior to the filing of this action and ending on the date that final judgment
is entered in this action.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
to amend or modify the class definitions with greater specificity, by further division into sub-classes
and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each
individual class member is impractical. While Plaintiff does not currently know the exact number of
class members, Plaintiff is informed and believes, and thereupon alleges that the actual number

exceeds the minimum required for numerosity under California law.

14. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members.

These common questions include, but are not limited to:

- A. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- B. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- C. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- D. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance with California law;
- E. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- F. Whether Defendants failed to pay overtime wages to class members at the correct rate of pay;
- G. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- H. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- I. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;
- J. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff

1 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to
2 comply with the California Labor Code, applicable Wage Orders, and Business and Professions Code
3 as alleged in this Complaint.

4 16. **Adequacy of Class Representatives:** Plaintiff is an adequate class representatives in
5 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class
6 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
7 and adequately represent and protect the interests of the other class members.

8 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
9 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
10 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
11 of Plaintiff and absent class members.

12 18. **Superiority:** A class action is vastly superior to other available means for fair and
13 efficient adjudication of the class members' claims and would be beneficial to the parties and the
14 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
15 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
16 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
17 due to many individual class members are likely to be relatively small and would thus make it
18 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
19 class action will serve an important public interest by permitting class members to effectively pursue
20 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
21 or contradictory judgments inherent in individual litigation.

22 **GENERAL ALLEGATIONS**

23 19. Plaintiff worked for Defendants as a non-exempt, hourly employee during the relevant
24 time period.

25 20. Plaintiff and the putative class members were not provided with meal periods of at
26 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
27 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
28 encouraged employees to take their meal periods, or that advised Plaintiff and class members of their

1 meal and rest period rights; and (3) Defendants' practice of requiring Plaintiff and the putative class
2 to continue working due to the excessive workload.

3 21. Additionally, Defendants had a policy of automatically deducting thirty minutes from
4 Plaintiffs' and class members' paychecks, regardless of whether Plaintiffs took a lunch break or not.
5 Furthermore, Plaintiff and class members were required to undergo mandatory security checks when
6 they left the premises for both their meal and rest breaks. Thus, Plaintiff and class members were not
7 provided with full, 10-minute, and duty-free rest periods to which they were entitled.

8 22. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
9 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
10 worked due to complying with Defendants' requirements that required Plaintiff and the putative class
11 to utilize a portion of their meal periods to complete tasks in the store.

12 23. Plaintiff and the putative class members were not provided with rest periods of at
13 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
14 Defendants' policy of not scheduling each rest period as part of each work shift; (2) no formal written
15 rest period policy that encouraged employees to take their rest periods, or that advised Plaintiff and
16 class members of their meal and rest period rights; and (3) Defendants' practice of requiring Plaintiff
17 and the putative class to continue working due to the excessive workload. Furthermore, Plaintiff and
18 class members were required to undergo mandatory security checks when they left the premises for
19 both their meal and rest breaks. Thus, Plaintiff and class members were not provided with full, 30-
20 minute, and duty-free meal periods to which they were entitled.

21 24. Defendants had a common policy and practice of denying Plaintiff and putative class
22 members minimum wages for all hours worked. Specifically, Plaintiff and class member were
23 required to perform pre-shift and post-shift duties, off the clock, for which they were not paid wages.
24 Among these duties were mandatory security checks Plaintiff and class members had to undergo
25 before being allowed to clock in to work, both at that start of their shift, and during meal periods.

26 25. Also, and as discussed above, Defendants had a common policy and practice of
27 denying Plaintiff and class members uninterrupted meal periods in compliance with California law.
28 Plaintiff and class members were required to perform work duties during their meal period for which

1 they were not paid wages.

2 26. As a result of performing off-the-clock work that was directed, permitted or otherwise
3 encouraged by Defendants, Plaintiff and the putative class should have been paid for this time.
4 Instead, Defendants only paid Plaintiff and the putative class based on the time they were clocked in
5 for their shifts and did not pay Plaintiff and the putative class for any of the time spent working off-
6 the-clock.

7 27. The uncompensated time discussed herein caused Plaintiff and class members to work
8 in excess of eight hours a day and/or forty hours as week, entitled them to overtime wages which they
9 were systemically denied.

10 28. Defendants knew or should have known that Plaintiff and the putative class were
11 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
12 putative class for these hours.

13 29. Defendants were aware of this practice and directed, permitted or otherwise
14 encouraged Plaintiff and the putative class to perform off-the-clock work.

15 30. As a result of Defendants' policies and practices, Plaintiff and the putative class were
16 not paid for all hours worked.

17 31. The regular rate of pay under California law includes all remuneration for
18 employment paid to, on behalf of, the employee. During the applicable limitations period,
19 Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor
20 Code sections by failing to pay them overtime wages for all overtime hours worked in violation of
21 Labor Code §§ 510, 1194, and 1198. As discussed above, Plaintiff and class members were required
22 to work off-the-clock without pay. These uncompensated hours were worked in excess of eight (8)
23 hours a day and/or forty (40) hours a week entitled Plaintiff and class members to overtime wages
24 to which they were systemically denied.

25 32. Additionally, Plaintiff and class members earned performance-based, non-
26 discretionary, bonuses, which were not factored, blended, or considered in their regular and overtime
27 rates of pay.

28 33. Plaintiff and the putative class were not provided with accurate wage statements as

1 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue Plaintiff
2 and class members wage statements “as a detachable part of the check, draft, or voucher paying the
3 employee’s wages . . . recorded in ink.”

4 34. Additionally, Defendants failed to comply with Labor Code section 226(a)(1) as
5 “gross wages earned” were not accurately reflected in that: all hours worked, including overtime,
6 were not included.

7 35. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
8 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
9 not included.

10 36. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
11 were not accurately reflected in that: all hours worked, including overtime, were not included.

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

16 38. Plaintiff alleges that Defendants were aware of the inaccuracy of the wage statements
17 issued throughout the entire applicable period and that both they and class members have suffered
18 injury as a result.

19 39. Additionally, Plaintiff and Class Members were required to incur business related
20 expenses, in executing their duties under Defendants’ employ, and for which they were never
21 reimbursed. Specifically, Plaintiff and Class Members had to purchase: steel-toe shoes; wrenches;
22 sockets; hammers; and other tools in executing their duties under Defendant’s employ, and for which
23 they were never reimbursed.

24 40. Plaintiff has exhausted his administrative remedy by sending a certified letter to
25 Defendants postmarked on May 5, 2021, and submitting notice of the claims alleged herein to the
26 LWDA on the same day. The LWDA has not provided notice of its intent to investigate the alleged
27 violations within 65 calendar days of the postmark date of the letter or the date of the online
28 submission.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

4 **(Plaintiff and Meal Period Sub-Class)**

5 41. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 42. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 43. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 44. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 45. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 46. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 47. Section 11 of the applicable Wage Order states:

24 “No employer shall employ any person for a work period of more than five (5) hours
25 without a meal period of not less than 30 minutes, except that when a work period of
26 not more than six (6) hours will complete the day’s work the meal period may be
27 waived by mutual consent of the employer and employee. Unless the employee is
28 relieved of all duty during a 30 minute meal period, the meal period shall be considered
an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
be permitted only when the nature of the work prevents an employee from being
relieved of all duty and when by written agreement between the parties an on-the-job
paid meal period is agreed to. The written agreement shall state that the employee

1 may, in writing, revoke the agreement at any time.”

2 48. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
3 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
4 members were not subject to valid on-duty meal period agreements with Defendants.

5 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
6 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
7 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
8 hour work period, as required by Labor Code section 512 ad the applicable Wage Order.

9 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
11 **Class** members when they worked five (5) hours without clocking out for any meal period.

12 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
14 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
15 failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

16 52. Additionally, Defendants had a policy of automatically deducting thirty minutes from
17 Plaintiffs’ and class members’ paychecks, regardless of whether Plaintiffs took a lunch break or not.
18 Plaintiff and **Meal Period Sub-Class** Members were required to perform work related duties during
19 their meal periods for which they were not paid wages, including having to undergo mandatory
20 security checks when leaving Defendant’s premises. Thus, Plaintiff and **Meal Period Sub-Class**
21 Members were not provided with duty-free meal periods, of at least 30 minutes for each five hour of
22 work.

23 53. Moreover, Defendants written policies fail to inform **Meal Period Sub-Class**
24 Members of their meal period rights under the Labor Code and applicable Wage Orders.

25 54. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
26 **Class** members additional premium wages, and/or were not paid premium wages at the employees’
27 regular rates of pay when required meal periods were not provided.

28 55. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of

1 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
2 thereon, and costs of suit.

3 56. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
5 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

9 **(Plaintiff and Rest Period Sub-Class)**

10 57. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 58. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
13 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
14 Code and the applicable Wage Order.

15 59. Section 12 of the applicable Wage Order imposes an affirmative obligation on
16 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
17 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
18 middle of each work period insofar as practicable.

19 60. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
20 employers from requiring employees to work during required rest periods and require employers to
21 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
22 workday that the employee is not provided with the required rest period(s).

23 61. Compensation for missed rest periods constitutes wages within the meaning of Labor
24 Code section 200.

25 62. Labor Code section 1198 makes it unlawful to employ a person under conditions that
26 violate the Wage Order.

27 63. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**

1 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
2 as required by the applicable Wage Order. Additionally, Plaintiff and **Rest Period Sub-Class**
3 Members were required to perform work related duties during their rest periods which they were
4 systemically denied, including having to undergo mandatory security checks when leaving
5 Defendant's premises. Thus, Plaintiff and **Rest Period Sub-Class** Members were not provided with
6 duty-free rest periods, of at least 10 minutes for every four hours of work or major fraction thereof.

7 64. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
8 members additional premium wages when required rest periods were not provided.

9 65. Moreover, Defendants written policies fail to inform **Rest Period Sub-Class** Members
10 of their rest period rights under the Labor Code and applicable Wage Orders. Specifically, Defendants
11 written policies do not provide that employees may take a rest period for each four hours worked, or
12 major fraction thereof, and that rest periods should be taken in the middle of each work period insofar
13 as practicable.

14 66. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
15 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
16 costs of suit.

17 67. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
18 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
19 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

22 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

23 **(Plaintiff and Hourly Employee Class)**

24 68. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 69. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
27 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
28 applicable Wage Order.

1 70. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
2 which an employee is subject to the control of the employer, and includes all the time the employee
3 is suffered or permitted to work, whether or not required to do so.”

4 71. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
5 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
6 that an employer has actual or constructive knowledge that employees are working.

7 72. Labor Code section 1194 invalidates any agreement between an employer and an
8 employee to work for less than the minimum or overtime wage required under the applicable Wage
9 Order.

10 73. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
11 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
12 to the underlying unpaid minimum wages and interest thereon.

13 74. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
14 than the minimum wage required under the applicable Wage Order for all hours worked during a
15 payroll period.

16 75. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
17 person acting either individually or as an officer, agent or employee of another person, to pay an
18 employee, or cause an employee to be paid, less than the applicable minimum wage.

19 76. Labor Code section 1198 makes it unlawful for employers to employ employees under
20 conditions that violate the applicable Wage Order.

21 77. Labor Code section 204 requires employers to pay non-exempt employees their earned
22 wages for the normal work period at least twice during each calendar month on days the employer
23 designates in advance and to pay non-exempt employees their earned wages for labor performed in
24 excess of the normal work period by no later than the next regular payday.

25 78. Labor Code section 223 makes it unlawful for employers to pay their employees lower
26 wages than required by contract or statute while purporting to pay them legal wages.

27 79. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
28 to pay non-exempt employees overtime wages of no less than one and one-half times their respective

1 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
2 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
3 consecutive day of one workweek.

4 80. Labor Code section 510 and Section 3 of the applicable Wage Order also require
5 employers to pay non-exempt employees overtime wages of no less than two times their respective
6 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
7 worked in excess of eight hours on a seventh consecutive workday during the workweek.

8 81. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
9 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
10 working conditions and compensation arrangements.

11 82. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
12 **Employee Class** members for all time worked, including but not limited to, overtime hours at
13 statutory and/or agreed rates.

14 83. Defendants had a common policy and practice of denying Plaintiff and **Hourly**
15 **Employee Class** members minimum wages for all hours worked. Specifically, Plaintiff and **Hourly**
16 **Employee Class** were required to perform pre-shift and post-shift duties, off the clock, for which
17 they were not paid wages. Among these duties were mandatory security checks Plaintiff and class
18 members had to undergo before being allowed to clock in. Additionally, Plaintiff and **Hourly**
19 **Employee Class** members were required to perform work-related duties during unpaid meal periods
20 which they were systemically denied. These uncompensated hours were worked in excess if eight (8)
21 hours a day and/or forty (40) hours a week, entitling Plaintiff and **Hourly Employee Class** members
22 to overtime wages which they were systemically denied.

23 84. Also, Plaintiff and **Hourly Employee Class** members earned performance-based, non-
24 discretionary bonuses, which were never factored, blended, or considered when determining their
25 regular and overtime rates of pay.

26 85. Also, and as discussed above, Defendants had a common policy and practice of
27 denying Plaintiff and **Hourly Employee Class** uninterrupted meal periods in compliance with
28 California law. Plaintiff and **Hourly Employee Class** were required to perform work duties during

1 their meal period for which they were not paid wages.

2 86. As a result of performing off-the-clock work that was directed, permitted or otherwise
3 encouraged by Defendants, Plaintiff and the **Hourly Employee Class** should have been paid for this
4 time. Instead, Defendants only paid Plaintiff and the **Hourly Employee Class** based on the time they
5 were clocked in for their shifts and did not pay Plaintiffs and the **Hourly Employee Class** for any of
6 the time spent working off-the-clock.

7 87. The uncompensated time discussed herein caused Plaintiff and **Hourly Employee**
8 **Class** to work in excess of eight hours a day and/or forty hours a week, entitled them to overtime
9 wages which they were systemically denied.

10 88. Defendants knew or should have known that Plaintiffs and the **Hourly Employee**
11 **Class** were performing work before and after their scheduled work shifts and failed to pay Plaintiff
12 and the **Hourly Employee Class** for these hours.

13 89. Defendants were aware of this practice and directed, permitted or otherwise
14 encouraged Plaintiffs and the **Hourly Employee Class** to perform off-the-clock work.

15 90. As a result of Defendants' policies and practices, Plaintiff and the **Hourly Employee**
16 **Class** were not paid for all hours worked.

17 91. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
18 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
19 full amount of wages earned during each pay period during the applicable limitations period,
20 including overtime wages.

21 92. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
22 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
23 overtime wages, interest thereon and costs of suit.

24 93. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
25 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
26 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

3 **(Lab. Code § 226)**

4 **(Plaintiff and Wage Statement Penalties Sub-Class)**

5 94. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 95. Labor Code section 226(a) states:

8 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
9 his or her employee, either as a detachable part of the check, draft, or voucher paying
10 the employee’s wages, or separately if wages are paid by personal check or cash, an
11 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
12 worked by the employee, except as provided in subdivision (j), (3) the number of
13 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
14 rate basis, (4) all deductions, provided that all deductions made on written orders of
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
16 inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and only the last four digits of his or her social security number or an
18 employee identification number other than a social security number, (8) the name and
19 address of the legal entity that is the employer and, if the employer is a farm labor
20 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
21 legal entity that secured the services of the employer, and (9) all applicable hourly
22 rates in effect during the pay period and the corresponding number of hours worked at
23 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
24 temporary services employer as defined in Section 201.3, the rate of pay and the total
25 hours worked for each temporary services assignment. The deductions made from
26 payment of wages shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.”

21 96. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
22 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
23 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
24 retains the right to elect to receive a written paper stub or record and that those who are provided with
25 electronic wage statements retain the ability to easily access the information and convert the electronic
26 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

27 97. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have failed to provide **Wage Statement Class** members with written

1 wage statements as described above. Specifically, Defendants failed to issue Plaintiff and class
2 members wage statements “as a detachable part of the check, draft, or voucher paying the employee’s
3 wages . . . recorded in ink.”

4 98. Additionally, the wage statements issued to class members failed to account for the
5 unpaid minimum wages, overtime, and premium pay wages described above.

6 99. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**
7 **Statement Class** members with accurate written wage statements were intentional in that Defendants
8 have the ability to provide them with accurate wage statements but have intentionally provided them
9 with written wage statements that Defendants have known do not comply with Labor Code section
10 226(a).

11 100. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
12 Defendant has violated their legal rights to receive accurate wage statements and have misled them
13 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
14 statements have prevented immediate challenges to Defendants’ unlawful pay practices, has required
15 discovery and mathematical computations to determine the amount of wages owed, has caused
16 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
17 submission of inaccurate information about wages and deductions to federal and state government
18 agencies.

19 101. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
20 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
21 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
22 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
23 \$4000.00 per class member, as well as awards of reasonable attorneys’ fees and costs.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

26 **(Lab. Code §§ 201-203)**

27 **(Plaintiff and Waiting Time Penalties Sub-Class)**

28 102. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged

1 herein.

2 103. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
3 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
4 earned and unpaid before termination or resignation.

5 104. At all relevant times, pursuant to Labor Code section 201, employees who have been
6 discharged have been entitled to payment of all final wages immediately upon termination.

7 105. At all relevant times, pursuant to Labor Code section 202, employees who have
8 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
9 payment of all final wages at the time of resignation.

10 106. Plaintiff is informed and believes that, at all relevant time during the applicable
11 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
12 members all of their final wages in accordance with the Labor Code.

13 107. Plaintiff is informed and believe that, at all relevant times during the applicable
14 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
15 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
16 sections 201 or 202 by failing to timely pay them all final wages.

17 108. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
18 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
19 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
20 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
21 requirements.

22 109. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
23 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
24 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

25 110. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
26 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
27 **Class** members, seeks awards of reasonable attorneys' fees and costs.

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Expense Reimbursement Class)**

5 111. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 112. Labor Code section 2802(a) states:

8 “An employer shall indemnify his or her employee for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her
10 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.”

11 113. At all relevant times during the applicable limitations period, Plaintiff and the **Expense**
12 **Reimbursement Class** members incurred necessary business-related expenses and costs, including
13 but not limited to, office supplies, computers, cell phones, cellphone service, as well as licensing to
14 perform their duties under Defendants’ employ, and for which they were never reimbursed.

15 114. Plaintiff is informed and believes, and thereupon alleges that Defendants failed to
16 indemnify Plaintiff and **Expense Reimbursement Class** members for all necessary expenses
17 incurred in the discharge of their duties.

18 115. Plaintiff is informed and believes and thereupon alleges that Defendants failed to
19 indemnify **Expense Reimbursement Class** members for all necessary business expenses incurred in
20 the discharge of their duties.

21 116. Pursuant to Labor Code section 452, an employer is authorized to prescribe the weight,
22 color, quality, texture, style, form and make of uniforms required to be worn by their employees.

23 117. Section 9 of the applicable Wage Order states:

24 “When uniforms are required by the employer to be worn by the employee as a
25 condition of employment, such uniforms shall be provided and maintained by the
26 employer. The term ‘uniform’ includes wearing apparel and accessories of distinctive
design or color.”

27 118. At all relevant times during the applicable limitations period, Defendants required
28 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused

1 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
2 **Reimbursement Class** members for all such expenditures.

3 119. At all relevant times during the applicable limitations period, Defendants required
4 Plaintiff and **Expense Reimbursement Class** members to purchase steel-toe shoes; wrenches;
5 sockets; hammers; and other tools in executing their duties under Defendant's employ, and for which
6 they were never reimbursed.

7 120. Plaintiff is informed and believes that, during the applicable limitations period,
8 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
9 **Reimbursement Class** members for all necessary business expenses.

10 121. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
11 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
12 Complaint and until the date of entry of judgment.

13 122. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
14 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
15 pursuant to Code of Civil Procedure section 1021.5.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

19 **(Plaintiff and UCL Class)**

20 123. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
21 herein.

22 124. Business and Professions Code section 17200 defines "unfair competition" to include
23 any unlawful business practice.

24 125. Business and Professions Code section 17203-17204 allow a person who has lost
25 money or property as a result of unfair competition to bring a class action in accordance with Code
26 of Civil Procedure section 382 to recover money or property that may have been acquired from
27 similarly situated persons by means of unfair competition.

28 126. California law requires employers to pay hourly, non-exempt employees for all hours

1 they are permitted or suffered to work, including hours that the employer knows or reasonable should
2 know that employees have worked.

3 127. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
4 THIRD, and SIXTH causes of action herein.

5 128. Plaintiff lost money or property as a result of the aforementioned unfair competition.

6 129. Defendants have or may have acquired money by means of unfair competition.

7 130. Defendants have violated California laws through their policies and practices of, *inter*
8 *alia*, systemically violating sections 215, 216, 221, 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175,
9 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 of the Labor Code, which make it a
10 misdemeanor to commit the Labor Code violations alleged herein.

11 131. Defendants have committed criminal conduct through their policies and practices of,
12 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
13 employees with compliant meal and rest periods; and pay non-exempt employees for all hours
14 worked.

15 132. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
16 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
17 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
18 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
19 unlawful or fraudulent business practice to seek restitution on her own behalf and on behalf of
20 similarly situated persons in a class action proceeding.

21 133. As a result of Defendants' violations of the Labor Code during the applicable
22 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
23 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

24 134. Plaintiff is informed and believes that other similarly situated persons have been
25 subject to the same unlawful policies or practices of Defendants.

26 135. Due to the unfair and unlawful business practices in violation of the Labor Code,
27 Defendants have gained a competitive advantage over other comparable companies doing business in
28 the State of California that comply with their legal obligations.

1 136. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
2 for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act violates
3 or is considered unlawful under any other state or federal law.

4 137. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
5 requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
6 Defendants, and each of them, and their agents and employees, from further violations of the Labor
7 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
8 order permanently enjoining Defendants, and each of them, and their respective agents and
9 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
10 Wage Orders.

11 138. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
12 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
13 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
14 and unfair business practices.

15 139. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
16 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
17 reasonable attorneys’ fees in connection with their unfair competition claims.

18 140. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
19 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
20 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
21 and unfair business practices.

22 141. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
23 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
24 reasonable attorneys’ fees in connection with their unfair competition claims.

25 **EIGHTH CAUSE OF ACTION**

26 **CIVIL PENALTIES**

27 **(Lab Code §§ 2699, et seq.)**

28 142. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged

1 herein.

2 143. During the applicable limitations period, Defendants have violated Labor Code
3 sections 201, 202, 203, 204, 210, 223, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and
4 2802.

5 144. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
6 herself and other current and former employees, to bring a representative civil action to recover
7 civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need
8 not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

9 145. Plaintiff, a former employee against who Defendants committed one or more of the
10 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
11 within the meaning of Labor Code section 2699(c).

12 146. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
13 section 2699.3.

14 147. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
15 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226(a),
16 226.7, 227.3, 510, 512, 558, 1194, 1197, 1198, and 2802:

- 17 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 1174, 1194,
18 1198 and 2802, \$100 for each employee per pay period for each initial
19 violation and \$200 for each employee per pay period for each subsequent
20 violation (penalties set by Labor Code section 2699(f)(2));
- 21 B. For violations of Labor Code section 203, a penalty in an amount not
22 exceeding thirty days pay as waiting time (penalties set by Labor Code
23 section 256);
- 24 C. For violations of Labor Code section 204, \$100 for each employee for each
25 initial violation that was neither willful nor intentional, \$200 for each
26 employee, plus 25% of the amount unlawfully withheld from each employee,
27 for each initial violation that was either willful or intentional, and \$200 for
28 each employee, plus 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 section 210);

D. For violations of Labor Code section 223, \$100 for each employee for each initial violation that was neither willful nor intentional, \$200 for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and \$200 for each employee, plus 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 section 225.5);

E. For violations of Labor Code section 226(a), if this action is deemed to be an initial citation, \$250 for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, \$1,000 for each employee for each violation (penalties set by Labor Code section 226.3);

F. For violation of Labor Code sections 510 and 512, \$50 for each employee for each initial pay period for which the employee was underpaid, and \$100 for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code section 558);

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

H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

1 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
2 public, prays for relief and judgment against Defendants as follows:

- 3 (1) An order that the action be certified as a class action;
- 4 (2) An order that Plaintiff be appointed class representative;
- 5 (3) An order that counsel for Plaintiff be appointed class counsel;
- 6 (4) Unpaid wages;
- 7 (5) Actual damages;
- 8 (6) Liquidated damages;
- 9 (7) Restitution;
- 10 (8) Declaratory relief;
- 11 (9) Pre-judgment interest;
- 12 (10) Statutory penalties;
- 13 (11) Civil penalties;
- 14 (12) Costs of suit;
- 15 (13) Reasonable attorneys' fees; and
- 16 (14) Such other relief as the Court deems just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby
19 demands a jury trial on all issues so triable.

21 Dated: September 7, 2021

SETAREH LAW GROUP

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25 David Keledjian
26 Attorneys for Plaintiff
27 JAIME PINA
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PROOF OF SERVICE

I am a citizen of the United States and 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 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212

On September 7, 2021, I served the foregoing documents described as:

FIRST AMENDED COMPLAINT

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

Roxanne M Wilson
Roxanne.Wilson@arentfox.com

John P. Zaimes
John.Zaimes@arentfox.com

Natalie Kreeger
Natalie.Kreeger@arentfox.com

Katryn Smith
Katryn.Smith@arentfox.com

ARENT FOX LLP
Gas Company Tower
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013

Counsel for Defendant HAAS AUTOMATION, INC.

[X] ONLY BY ELECTRONIC TRANSMISSION

Only by e-mailing the document(s) to the persons at the e-mail address(es) listed based on notice provided on June 25, 2021 that, during the Coronavirus (COVID-19) pandemic, this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

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

Executed on September 7, 2021, at Beverly Hills, California.



Lauren Farrington