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

JOSHUA BROOKS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

YOUNGER MFG. CO. DBA YOUNGER
OPTICS, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV20386

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of Cal. Labor Code §
2699, (Private Attorneys General
Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOSHUA BROOKS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and as a private attorney general, and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff’s First through Tenth Causes of Action are brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. Plaintiff’s Eleventh Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

6. Plaintiff JOSHUA BROOKS is an individual residing in the State of California, County of Los Angeles.

7. Defendant YOUNGER MFG. CO. DBA YOUNGER OPTICS, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant YOUNGER MFG. CO. DBA YOUNGER OPTICS was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants YOUNGER MFG. CO. DBA YOUNGER OPTICS, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that

information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

15. Plaintiff reserves the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

- 1 b. Typicality: Plaintiff's claims are typical of all other class members' as
2 demonstrated herein. Plaintiff will fairly and adequately protect the
3 interests of the other class members with whom he has a well-defined
4 community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
6 each class member, with whom he has a well-defined community of
7 interest and typicality of claims, as demonstrated herein. Plaintiff has no
8 interest that is antagonistic to the other class members. Plaintiff's
9 attorneys, the proposed class counsel, are versed in the rules governing
10 class action discovery, certification, and settlement. Plaintiff has
11 incurred, and during the pendency of this action will continue to incur,
12 costs and attorneys' fees, that have been, are, and will be necessarily
13 expended for the prosecution of this action for the substantial benefit of
14 each class member.
- 15 d. Superiority: A class action is superior to other available methods for the
16 fair and efficient adjudication of this litigation because individual joinder
17 of all class members is impractical.
- 18 e. Public Policy Considerations: Certification of this lawsuit as a class
19 action will advance public policy objectives. Employers of this great
20 state violate employment and labor laws every day. Current employees
21 are often afraid to assert their rights out of fear of direct or indirect
22 retaliation. However, class actions provide the class members who are
23 not named in the complaint anonymity that allows for the vindication of
24 their rights.

25 17. There are common questions of law and fact as to the class members that
26 predominate over questions affecting only individual members. The following common
27 questions of law or fact, among others, exist as to the members of the class:

- 28 a. Whether Defendants' failure to pay wages, without abatement or

- 1 reduction, in accordance with the California Labor Code, was willful;
- 2 b. Whether Defendants' had a corporate policy and practice of failing to
- 3 pay their hourly-paid or non-exempt employees within the State of
- 4 California for all hours worked and missed (short, late, interrupted,
- 5 and/or missed altogether) meal periods and rest breaks in violation of
- 6 California law;
- 7 c. Whether Defendants required Plaintiff and the other class members to
- 8 work over eight (8) hours per day and/or over forty (40) hours per week
- 9 and failed to pay the legally required overtime compensation to Plaintiff
- 10 and the other class members;
- 11 d. Whether Defendants deprived Plaintiff and the other class members of
- 12 meal and/or rest periods or required Plaintiff and the other class
- 13 members to work during meal and/or rest periods without compensation;
- 14 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 15 other class members for all hours worked;
- 16 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 17 class members within the required time upon their discharge or
- 18 resignation;
- 19 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 20 the other class members during their employment;
- 21 h. Whether Defendants complied with wage reporting as required by the
- 22 California Labor Code; including, *inter alia*, section 226;
- 23 i. Whether Defendants kept complete and accurate payroll records as
- 24 required by the California Labor Code, including, *inter alia*, section
- 25 1174(d);
- 26 j. Whether Defendants failed to reimburse Plaintiff and the other class
- 27 members for necessary business-related expenses and costs;
- 28 k. Whether Defendants' conduct was willful or reckless;

- 1 l. Whether Defendants engaged in unfair business practices in violation of
2 California Business & Professions Code section 17200, et seq.;
- 3 m. The appropriate amount of damages, restitution, and/or monetary
4 penalties resulting from Defendants' violation of California law; and
- 5 n. Whether Plaintiff and the other class members are entitled to
6 compensatory damages pursuant to the California Labor Code.

7 **GENERAL ALLEGATIONS**

8 18. At all relevant times set forth herein, Defendants employed Plaintiff and other
9 persons as hourly-paid or non-exempt employees within the State of California, including the
10 County of Los Angeles.

11 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
12 exempt employee, from approximately December 2012 to approximately March 2017, in the
13 State of California, County of Los Angeles.

14 20. Defendants hired Plaintiff and the other class members and aggrieved
15 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
16 them for all hours worked and missed meal periods and/or rest breaks.

17 21. Defendants had the authority to hire and terminate Plaintiff and the other class
18 members and aggrieved employees, to set work rules and conditions governing Plaintiff's and
19 the other class members and aggrieved employees' employment, and to supervise their daily
20 employment activities.

21 22. Defendants exercised sufficient authority over the terms and conditions of
22 Plaintiff's and the other class members and aggrieved employees' employment for them to be
23 joint employers of Plaintiff and the other class members and aggrieved employees.

24 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
25 class members and aggrieved employees.

26 24. Defendants continue to employ hourly-paid or non-exempt employees within the
27 State of California.

28 25. Plaintiff and the other class members and aggrieved employees worked over

1 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
2 Defendants.

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
5 employees within the State of California. This pattern and practice involved, *inter alia*, failing
6 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
7 breaks in violation of California law.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved
10 employees were entitled to receive certain wages for overtime compensation and that they
11 were not receiving accurate overtime compensation for all overtime hours worked.

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to provide Plaintiff and the other class members and aggrieved employees all required
14 rest and meal periods during the relevant time period as required under the Industrial Welfare
15 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

16 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and the other class members and aggrieved
18 employees were entitled to receive all meal periods or payment of one additional hour of pay at
19 Plaintiff's and the other class member's regular rate of pay when a meal period was missed,
20 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's
21 and the other class member's regular rate of pay when a meal period was missed.

22 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members and aggrieved
24 employees were entitled to receive all rest periods or payment of one additional hour of pay at
25 Plaintiff's and the other class member's regular rate of pay when a rest period was missed, and
26 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
27 the other class members and aggrieved employees' regular rate of pay when a rest period was
28 missed.

1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and aggrieved
3 employees were entitled to receive at least minimum wages for compensation and that they
4 were not receiving at least minimum wages for all hours worked.

5 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members and aggrieved
7 employees were entitled to receive all wages owed to them upon discharge or resignation,
8 including overtime and minimum wages and meal and rest period premiums, and they did not,
9 in fact, receive all such wages owed to them at the time of their discharge or resignation.

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members and aggrieved
12 employees were entitled to receive all wages owed to them during their employment. Plaintiff
13 and the other class members and aggrieved employees did not receive payment of all wages,
14 including overtime and minimum wages and meal and rest period premiums, within any time
15 permissible under California Labor Code section 204.

16 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and the other class members and aggrieved
18 employees were entitled to receive complete and accurate wage statements in accordance with
19 California law, but, in fact, they did not receive complete and accurate wage statements from
20 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
21 hours worked by Plaintiff and the other class members and aggrieved employees.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiff and the other class members and aggrieved employees in accordance with
25 California law, but, in fact, did not keep complete and accurate payroll records.

26 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members and aggrieved
28 employees were entitled to reimbursement for necessary business-related expenses.

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiff and the other class
3 members and aggrieved employees pursuant to California law, and that Defendants had the
4 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
5 do so, and falsely represented to Plaintiff and the other class members and aggrieved
6 employees that they were properly denied wages, all in order to increase Defendants' profits.

7 38. During the relevant time period, Defendants failed to pay overtime wages to
8 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
9 Plaintiff and the other class members and aggrieved employees were required to work more
10 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
11 for all overtime hours worked.

12 39. During the relevant time period, Defendants failed to provide all requisite
13 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
14 employees.

15 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members and aggrieved employees at least minimum wages for all hours worked.

17 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members and aggrieved employees all wages owed to them upon discharge or
19 resignation.

20 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 class members and aggrieved employees all wages within any time permissible under
22 California law, including, *inter alia*, California Labor Code section 204.

23 43. During the relevant time period, Defendants failed to provide complete or
24 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

25 44. During the relevant time period, Defendants failed to keep complete or accurate
26 payroll records for Plaintiff and the other class members and aggrieved employees.

27 45. During the relevant time period, Defendants failed to reimburse Plaintiff and the
28 other class members and aggrieved employees for all necessary business-related expenses and

costs.

46. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

47. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)

48. Plaintiff incorporates by reference the allegations contained above, and each and every part thereof with the same force and effect as though fully set forth herein.

49. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

50. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

51. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

52. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day

1 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
2 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
3 of work.

4 53. During the relevant time period, Plaintiff and the other class members worked in
5 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

6 54. During the relevant time period, Defendants intentionally and willfully failed to
7 pay overtime wages owed to Plaintiff and the other class members.

8 55. Defendants' failure to pay Plaintiff and the other class members the unpaid
9 balance of overtime compensation, as required by California laws, violates the provisions of
10 California Labor Code sections 510 and 1198, and is therefore unlawful.

11 56. Pursuant to California Labor Code section 1194, Plaintiff and the other class
12 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
13 attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 226.7 and 512(a))**

16 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

17 57. Plaintiff incorporates by reference the allegations contained above, and each and
18 every part thereof with the same force and effect as though fully set forth herein.

19 58. At all relevant times, the IWC Order and California Labor Code sections 226.7
20 and 512(a) were applicable to Plaintiff's and the other class members' employment by
21 Defendants.

22 59. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any meal or rest period mandated by an
24 applicable order of the California IWC.

25 60. At all relevant times, the applicable IWC Wage Order and California Labor
26 Code section 512(a) provide that an employer may not require, cause or permit an employee to
27 work for a work period of more than five (5) hours per day without providing the employee
28 with a meal period of not less than thirty (30) minutes, except that if the total work period per

1 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
2 consent of both the employer and employee.

3 61. At all relevant times, the applicable IWC Wage Order and California Labor
4 Code section 512(a) further provide that an employer may not require, cause or permit an
5 employee to work for a work period of more than ten (10) hours per day without providing the
6 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
7 that if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived by mutual consent of the employer and the employee only if the first meal period
9 was not waived.

10 62. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
12 their legally-mandated meal periods by mutual consent, were required to work for periods
13 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
14 minutes and/or rest period.

15 63. During the relevant time period, Plaintiff and the other class members who were
16 scheduled to work for a period of time in excess of six (6) hours were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
18 (30) minutes and/or rest period.

19 64. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff and the other class members to work during meal periods and failed to compensate
21 Plaintiff and the other class members the full meal period premium for work performed during
22 meal periods.

23 65. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 66. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

28 67. Pursuant to applicable IWC Wage Order and California Labor Code section

226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)

68. Plaintiff incorporates by reference the allegations contained iabove, and each and every part thereof with the same force and effect as though fully set forth herein.

69. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

70. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

72. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

73. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

74. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section

1 226.7

2 75. Defendants' conduct violates applicable IWC Wage Orders and California
3 Labor Code section 226.7.

4 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section
5 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
6 additional hour of pay at the employees' regular hourly rate of compensation for each work
7 day that the rest period was not provided.

8 **FOURTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

10 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

11 77. Plaintiff incorporates by reference the allegations contained above, and each and
12 every part thereof with the same force and effect as though fully set forth herein.

13 78. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
14 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
15 than the minimum so fixed is unlawful.

16 79. During the relevant time period, Defendants failed to pay minimum wage to
17 Plaintiff and the other class members as required, pursuant to California Labor Code sections
18 1194, 1197, and 1197.1.

19 80. Defendants' failure to pay Plaintiff and the other class members the minimum
20 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
21 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
22 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
23 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

24 81. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
25 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
26 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
27 minimum wages.

28 82. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class

1 members are entitled to recover liquidated damages in an amount equal to the wages
2 unlawfully unpaid and interest thereon.

3 **FIFTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 201 and 202)**

5 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

6 83. Plaintiff incorporates by reference the allegations contained above, and each and
7 every part thereof with the same force and effect as though fully set forth herein.

8 84. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 85. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 86. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

22 87. California Labor Code section 203 provides that if an employer willfully fails to
23 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
24 shall continue as a penalty from the due date thereof at the same rate until paid or until an
25 action is commenced; but the wages shall not continue for more than thirty (30) days.

26 88. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

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(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

94. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)

96. At all material times set forth herein, California Labor Code section 226(a)

1 provides that every employer shall furnish each of his or her employees an accurate itemized
2 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
3 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
4 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
5 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
6 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
7 his or her social security number, (8) the name and address of the legal entity that is the
8 employer, and (9) all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee. The deductions
10 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
11 showing the month, day, and year, and a copy of the statement or a record of the deductions
12 shall be kept on file by the employer for at least three years at the place of employment or at a
13 central location within the State of California.

14 97. Defendants have intentionally and willfully failed to provide Plaintiff and the
15 other class members with complete and accurate wage statements. The deficiencies include,
16 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
17 the other class members.

18 98. As a result of Defendants' violation of California Labor Code section 226(a),
19 Plaintiff and the other class members have suffered injury and damage to their statutorily-
20 protected rights.

21 99. More specifically, Plaintiff and the other class members have been injured by
22 Defendants' intentional and willful violation of California Labor Code section 226(a) because
23 they were denied both their legal right to receive, and their protected interest in receiving,
24 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

25 100. Plaintiff and the other class members are entitled to recover from Defendants the
26 greater of their actual damages caused by Defendants' failure to comply with California Labor
27 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
28 employee.

1 101. Plaintiff and the other class members are also entitled to injunctive relief to
2 ensure compliance with this section, pursuant to California Labor Code section 226(h).

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 1174(d))**

5 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

6 102. Plaintiff incorporates by reference the allegations contained above, and each and
7 every part thereof with the same force and effect as though fully set forth herein.

8 103. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
9 central location in the state or at the plants or establishments at which employees are
10 employed, payroll records showing the hours worked daily by and the wages paid to, and the
11 number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments. These records shall be kept in accordance
13 with rules established for this purpose by the commission, but in any case shall be kept on file
14 for not less than two years.

15 104. Defendants have intentionally and willfully failed to keep accurate and complete
16 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
17 class members.

18 105. As a result of Defendants' violation of California Labor Code section 1174(d),
19 Plaintiff and the other class members have suffered injury and damage to their statutorily-
20 protected rights.

21 106. More specifically, Plaintiff and the other class members have been injured by
22 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
23 they were denied both their legal right and protected interest, in having available, accurate and
24 complete payroll records pursuant to California Labor Code section 1174(d).

25 **NINTH CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 2800 and 2802)**

27 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

28 107. Plaintiff incorporates by reference the allegations contained above, and each and

every part thereof with the same force and effect as though fully set forth herein.

108. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

109. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

110. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

111. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained above, and each and every part thereof with the same force and effect as though fully set forth herein.

113. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

114. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

115. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members,

1 to work overtime without paying them proper compensation violate California Labor Code
2 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
3 employees, including Plaintiff and the other class members, to work through their meal and
4 rest periods without paying them proper compensation violate California Labor Code sections
5 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
6 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
7 practices of failing to timely pay wages to Plaintiff and the other class members violate
8 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
9 Code sections 226(a), 1174(d), 2800 and 2802.

10 116. As a result of the herein described violations of California law, Defendants
11 unlawfully gained an unfair advantage over other businesses.

12 117. Plaintiff and the other class members have been personally injured by
13 Defendants' unlawful business acts and practices as alleged herein, including but not
14 necessarily limited to the loss of money and/or property.

15 118. Pursuant to California Business & Professions Code sections 17200, et seq.,
16 Plaintiff and the other class members are entitled to restitution of the wages withheld and
17 retained by Defendants during a period that commences four years preceding the filing of this
18 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
19 1021.5 and other applicable laws; and an award of costs.

20 **ELEVENTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 2699, Et Seq.)**

22 **(Against YOUNGER MFG. CO. DBA YOUNGER OPTICS and DOES 1 through 100)**

23 120. Plaintiff incorporates by reference the allegations contained above, and each and
24 every part thereof with the same force and effect as though fully set forth herein..

25 121. Plaintiff brings his eleventh cause of action as a representative action on behalf
26 of himself and similarly Aggrieved Employees in the capacity as a private attorney general
27 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et
28 seq. ("PAGA").

1 122. PAGA specifically provides for a private right of action to recover civil
2 penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of
3 law, any provision of this code that provides for a civil penalty to be assessed and collected by
4 the Labor and Workforce Development Agency or any of its departments, divisions,
5 commissions, boards, agencies, or employees, for a violation of this code, may, as an
6 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
7 himself or herself and other current or former employees pursuant to the procedures specified
8 in Section 2699.3.” Cal. Lab. Code § 2699(a).

9 123. Plaintiff was employed by Defendants and the Labor Code violations alleged
10 above were committed against him during his time of employment. Plaintiff is therefore, an
11 “aggrieved employee” under PAGA.

12 124. As set forth in detail above, during all times relevant to this Action, Defendants
13 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
14 Labor Codes by:

- 15 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
16 compensation in violation of Labor Code §§ 1194 and 1198 et seq.
- 17 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
18 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 et seq.
- 19 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
20 Employees, and failing to pay Plaintiff and the Aggrieved Employees an
21 additional hour of premium pay for meal period violations in violation of Labor
22 Code §§ 226.7 and 512.
- 23 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees
24 to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
25 Employees an additional hour of premium pay for rest period violations in
26 violation of Labor Code §§ 226.7 and 512.
- 27 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the
28 end of their employment in violation of Labor Code § 203.

- 1 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
2 during employment in violation of Labor Code § 204.
- 3 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
4 accurate, itemized wage statements in violation of Labor Code § 226.
- 5 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
6 Employees' work periods, meal periods, total daily hours, hours per pay period,
7 total wages and compensation, and applicable pay rates in violation of Labor
8 Code § 1174(d) and the applicable IWC Wage Order.
- 9 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
10 business-related expenses in violation of Labor Code §§ 2800 and 2802.

11 125. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
12 individually and on behalf of the Aggrieved Employees and the State of California, requests
13 and is entitled to recover penalties against Defendants for the Labor Code violations described
14 above, including but not limited to penalties under California Code of Regulations Title section
15 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and
16 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the
17 California Labor Code and/or other statutes. The exact amount of the applicable penalties, in
18 all, is in an amount to be shown according to proof at trial.

19 126. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
20 2699.3. On June 30, 2021, Plaintiff, through his counsel of record, by online filing with the
21 Labor and Workforce Development Agency ("LWDA") and by email per Defendant's request,
22 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC
23 Wage Orders that Defendants have violated, including the facts and theories to support the
24 violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff
25 also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint,
26 more than sixty-five (65) days have elapsed since the mailing of Plaintiff's June 30, 2021,
27 notice, and the Labor and Workforce Development Agency has not indicated that it intends to
28 investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil

1 action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code
2 § 2699.3.

3 127. Plaintiff was compelled to retain the services of counsel to file this court action
4 to protect his interests and the Aggrieved Employees, and to assess and collect the civil
5 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees
6 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

7 128. Plaintiff may amend this complaint as a matter of right pursuant to California
8 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
9 specified in Labor Code §2699.3.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, individually, and on behalf of other members of the general public similarly
12 situated, requests a trial by jury.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
15 public similarly situated, prays for relief and judgment against Defendants, jointly and
16 severally, as follows:

17 **Class Certification**

18 1. That this action be certified as a class action;
19 2. That Plaintiff be appointed as the representative of the Class;
20 3. That counsel for Plaintiff be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most
22 current/last known contact information (address, e-mail and telephone numbers) of all class
23 members.

24 **As to the First Cause of Action**

25 5. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
27 all overtime wages due to Plaintiff and the other class members;

28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194; and

6 9. For such other and further relief as the Court may deem just and proper.

7 **As to the Second Cause of Action**

8 10. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
10 provide all meal periods (including second meal periods) to Plaintiff and the other class
11 members;

12 11. That the Court make an award to Plaintiff and the other class members of one
13 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
14 period was not provided;

15 12. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 13. For premium wages pursuant to California Labor Code section 226.7(c);

18 14. For pre-judgment interest on any unpaid wages from the date such amounts
19 were due;

20 15. For reasonable attorneys' fees and costs of suit incurred herein; and

21 16. For such other and further relief as the Court may deem just and proper.

22 **As to the Third Cause of Action**

23 17. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
25 rest periods to Plaintiff and the other class members;

26 18. That the Court make an award to Plaintiff and the other class members of one
27 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
28 period was not provided;

1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due;

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 29. For such other and further relief as the Court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of Plaintiff and the other class members no longer
26 employed by Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section

1 1174(d);

2 45. For actual, consequential and incidental losses and damages, according to proof;

3 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

4 47. For such other and further relief as the Court may deem just and proper.

5 **As to the Ninth Cause of Action**

6 48. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
8 class members for all necessary business-related expenses as required by California Labor
9 Code sections 2800 and 2802;

10 49. For actual, consequential and incidental losses and damages, according to proof;

11 50. For the imposition of civil penalties and/or statutory penalties;

12 51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

14 **As to the Tenth Cause of Action**

15 53. That the Court decree, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
17 other class members all overtime compensation due to them, failing to provide all meal and
18 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
19 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
20 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
21 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

22 54. For restitution of unpaid wages to Plaintiff and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 55. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections
27 17200, et seq.;

28 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 57. For injunctive relief to ensure compliance with this section, pursuant to
3 California Business and Professions Code sections 17200, et seq.; and

4 58. For such other and further relief as the Court may deem just and proper.

5 **As to the Eleventh Cause of Action**

6 58. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
7 Code;

8 59. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
9 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
10 Code and/or other applicable statutes; and

11 60. For such other relief as the Court deems just and proper.

12 Dated: September 21, 2021

PROTECTION LAW GROUP

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14 By: 
15 Heather Davis
16 Attorneys for Plaintiff
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