

FILED
Superior Court of California
County of Los Angeles

12/16/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Tavakoli Deputy

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
3 tkorobkin@haineslawgroup.com
Neil M. Larsen (SBN 276490)
4 nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
5 El Segundo, California 90245
Tel: (424) 292-2350
6 Fax: (424) 292-2355
Attorneys for Plaintiff
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 JOSE BAEZ, on behalf of himself and all others
12 similarly situated,

13 Plaintiff,

14 vs.

15
16 INSUA GRAPHICS INCORPORATED, a
California corporation; and DOES 1 through 100,

17
18 Defendants.
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21
22
23
24

Case No. 21STCV25092

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

- (1) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (2) **REST PERIOD VIOLATIONS**
(LABOR CODE § 226.7, 516, 558);
- (3) **WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226, *et seq.*);**
- (4) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Baez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Insua Graphics Incorporated, a California corporation and DOES 1 through
4 100, inclusive (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 226, 226.7, 512, 516, 558, 1198, 2698 *et. seq.*,
9 and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to seeking
10 injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to Code of Civil Procedure § 382. The
12 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
13 the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
16 avail themselves to the California market so as to render the exercise of jurisdiction over them by
17 the California courts consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to Code of
20 Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of
21 hereon occurred in Los Angeles County. Defendants own, maintain offices, transact business,
22 have agent(s) within Los Angeles County, and/or otherwise are found within Los Angeles County,
23 and Defendants are within the jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

25 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
28 exempt employee. Plaintiff was and is a victim of Defendants’ policies and/or practices

complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by California Business & Professions Code § 17200 *et seq.*, Labor Code §§ 201-203, 226, 226.7, 512, 516, 558, 1198, 2698 *et. seq.*, and Wage Order 1, which sets employment standards for the manufacturing industry, including the packaging industry.

6. Plaintiff is informed and believes, and based thereon alleges, that during the statute of limitations periods relevant to each cause of action pled in this Complaint and continuing to the present, Defendants were (and continue to be) in the printing and packaging business in Los Angeles County, and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County and the State of California and, therefore, were (and are) doing business in L Angeles County and the State of California.

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to further amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, believes, and based thereon alleges that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

9. At all times mentioned herein, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

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1 10. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
5 members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 11. Plaintiff was employed by Defendants as a non-exempt employee in the position
8 of Operator (or similar job title) from approximately January 2008 until Defendants terminated
9 his employment in or about March 2021.

10 12. During Plaintiff's employment with Defendants, Defendants failed to provide
11 Plaintiff and other putative class members with all legally compliant meal periods due to
12 Defendants' meal period policies/practices, which have frequently resulted in late (commencing
13 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. For
14 example, although Plaintiff's shift generally began at 6:00 a.m., he was frequently not provided a
15 meal period until after 1:00 p.m. In addition, Defendants failed to provide Plaintiff or other non-
16 exempt employees with second meal periods when they worked over 10.0 hours in a workday.
17 On those occasions Plaintiff was not provided with all legally-required meal periods to which he
18 was entitled, Defendants failed to compensate Plaintiff the required meal period premium for each
19 workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.
20 Upon information and belief, during at least a portion of the putative class period, Defendants
21 maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

22 13. Defendants have also failed to authorize and permit all required rest periods for
23 Plaintiff and other non-exempt employees. Specifically, on shifts over 6.0 hours where two rest
24 periods are required, Defendants unlawfully combined Plaintiff's and other non-exempt
25 employees' rest periods, providing one longer rest period during the first 4 or 5 hours of the shift,
26 and failing to authorize and permit a second rest period in the latter part of the shift. This practice
27 violates Wage Order 1 as well as *Rodriguez v. E.M.E., Inc.*, 246 Cal.App.4th 1027 (2016), which
28 held that employers generally may not combine employee rest periods. In addition, on shifts over

1 10.0 hours, where three rest periods are required, Defendants failed to authorize and permit a third
2 rest period for Plaintiff or other non-exempt employees. Despite failing to authorize and permit
3 Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon
4 information and belief, during at least a portion of the relevant time period, Defendants
5 maintained no mechanism for the payment of rest period premium payments as required by Labor
6 Code section 226.7 and did not pay Plaintiff or other non-exempt employees any rest period
7 premiums.

8 14. As a result of the above violations, Defendants have issued inaccurate wage
9 statements to Plaintiff and other non-exempt employees because, among other things, the wage
10 statements issued fail to reflect meal and rest period premium pay to which Plaintiff and other
11 non-exempt employees were entitled for meal and rest period violations.

12 15. As a result of the above violations, Defendants also failed to timely pay Plaintiff
13 and other former non-exempt employees all wages owed at the time of their respective separations
14 from employment. In addition, Defendants paid Plaintiff his final wages several days late, in
15 violation of Labor Code § 201. Specifically, although Defendants terminated Plaintiff's
16 employment on March 26, 2021, Defendants did not make Plaintiff's final wages available until
17 at least a week later, on April 2, 2021.

18 16. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations
19 of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020.
20 Accordingly, the relevant time period for each cause of action pled herein has been calculated to
21 include 178 days preceding the filing of this action.

22 CLASS ACTION ALLEGATIONS

23 17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
24 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 25 a. The Meal Period Class consists of all of Defendants' current and former non-
26 exempt employees in California who: (i) worked at least one shift in excess of 5.0
27 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time from
28 four years plus 178 days prior to the filing of this action through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift of over 6.0 hours and were subject to Defendants' combined rest period policy/practice; and/or (ii) worked at least one shifts of more than 10.0 hours, at any point from four years plus 178 days prior to the filing of this action through the present.

c. The Wage Statement Class consists of all members of the Meal Period Class and/or Rest Period Class who were employed by Defendants at any time from one year plus 178 days prior to the filing of this action through the present.

d. The Waiting Time Class consists of (i) all members of the Meal Period Class and/or Rest Period Class who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years plus 178 days prior to the filing of this action through the present; and (ii) all of Defendants' former employees in California whose final wages were not made available to them on the date of termination (or, for employees who quit, within 3 days of quitting), and whose employment with Defendants ended at any time from three years plus 178 days prior to the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

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- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants provided meal and rest period premium payments for non-compliant meal and rest periods;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants failed to timely pay members of the Waiting Time Class all of their final wages at the time of separation of employment.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including their uniform policies and/or practices dealing with payment for all hours worked and with overtime payment, and their failure to provide lawful meal periods and authorize and permit lawful rest periods. As such, these common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** Plaintiff's claims are typical of the Classes' claims because Defendants employed Plaintiff as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the Class members, was not provided all meal periods, was not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, was not paid all wages owed at termination, and was not provided with accurate, itemized wage statements.

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

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed in their affirmative obligation to provide all of their non-exempt employees in California,
3 including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods
4 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
5 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
6 of the Meal Period Class at their respective regular rates of compensation, in accordance with
7 California Labor Code §§ 204, 210, 226.7, and 512.

8 26. As a result, Defendants are responsible for paying premium compensation for meal
9 period violations including interest thereon, statutory penalties, civil penalties, attorneys' fees,
10 and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage
11 Order 1, and Civil Code §§ 3287(b) and 3289.

12 **SECOND CAUSE OF ACTION**

13 **REST PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 28. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
17 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
18 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
19 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
20 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
21 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
22 required by Labor Code § 226.7.

23 29. Defendants' policies and practices described herein are unlawful and create an
24 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
25 unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil
26 penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516,
27 558, and 1198 and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

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1 **THIRD CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with complete and accurate itemized wage statements
8 in violation of Labor Code § 226 *et seq.*

9 32. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
10 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
11 them of the information required to be included by statute and which they could not obtain without
12 reference to other documents or information, and deprived them of the information necessary to
13 identify the discrepancies in Defendants' reported data.

14 33. Defendants' failures create an entitlement to recovery by Plaintiff and members of
15 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
16 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
17 costs of suit according to California Labor Code § 226 *et seq.*

18 **FOURTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

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

22 35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
23 an employer to pay all wages immediately at the time of termination of employment in the event
24 the employer discharges the employee or the employee provides at least 72 hours of notice of
25 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
26 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
27 employee's last date of employment.

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36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and Waiting Time Class members all final wages due to them at their termination, including, among other things, all earned meal and rest period premiums owed.

37. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

38. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

40. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by: (a) failing to provide all required meal periods to Plaintiff and members of Meal Period Class, and/or failing to pay them meal period premiums payments; (b) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (c) failing to issue accurate, itemized wage statements to Plaintiff and members of the Wage Statement Class; and (d) failing to pay Plaintiff and members of the Waiting Time Class all wages due at separation of employment.

41. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage

over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

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

43. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

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

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEY GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

46. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per

employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide Plaintiff and other aggrieved employees with all legally required meal periods and failing to pay meal period premiums at the employees' respective regular rates of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit Plaintiff and other aggrieved employees their statutorily mandated rest periods and failing to pay rest period premiums in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- d. Failing to pay Plaintiff and other aggrieved employees all wages owed at their separation of employment in violation of Labor Code §§ 201-203;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month in violation of Labor Code § 204; and
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174, 1198, and 1199.

47. On or about July 21, 2021 Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 46 (a)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his

administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699.

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
8. Upon the Fifth Cause of Action, for injunctive relief and restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections identified in Paragraph 46 (a)-(f) above.

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6 and 1194(a) and Civil Code §§ 3287 and 3289;

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

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

Dated: December 13, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: December 13, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Jose Baez v. Insua Graphics Incorporated
Los Angeles County Superior Court Case No. 21STCV25092

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On December 16, 2021, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

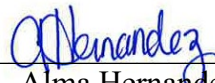
on the interested party(ies) in this action as follows:

Katherine C. Den Bleyker, Esq.
E-Mail: Katherine.DenBleyker@lewisbrisbois.com
Kishaniah Dhamodaran, Esq.
E-mail: Kishaniah.Dhamodaran@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Attorneys for Defendant INSUA GRAPHICS INCORPORATED

☒ (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 16, 2021, at El Segundo, California.



Alma Hernandez