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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

RAYMOND FLORES, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

vs.

FENCE FACTORY, a California Corporation;
FENCE FACTORY dba ELECTRONIC ENTRY
DISTRIBUTORS, a California corporation;
ELECTRONIC ENTRY DISTRIBUTORS, a
California Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 56-2021-00559015-CU-OE-VTA

*[Assigned for all purposes to Hon. Benjamin
F. Coats, Dept. 43]*

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

Complaint filed: October 14, 2021
Trial date: Not Set

1 Plaintiff Raymond Flores (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants FENCE FACTORY, FENCE
6 FACTORY dba ELECTRONIC ENTRY DISTRIBUTORS, ELECTRONIC ENTRY
7 DISTRIBUTORS, and DOES 1 through 10 (FENCE FACTORY, FENCE FACTORY dba
8 ELECTRONIC ENTRY DISTRIBUTORS, ELECTRONIC ENTRY DISTRIBUTORS, and DOES
9 1 through 10 are collectively referred to as “Defendants”) for civil penalties under the Private
10 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from
11 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
12 failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned
13 wages twice per month, failure to maintain accurate records of hours worked and meal periods,
14 failure to timely pay final wages, and failure to furnish accurate wage statements.

15 2. For over 50 years, California’s courts and legislature have recognized that this
16 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
17 Wages are not ordinary debts. Because of the economic position of the average worker and his or
18 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
19 employees are promptly paid the minimum/overtime wages that the Legislature has required for
20 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
21 criminalized certain types of violations. In extending extra protection to deter violations of these
22 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
23 other damages other than civil penalties—California has enacted the PAGA to permit an individual
24 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

25 3. All California employees during the relevant statutes of limitations who are or were
26 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
27 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory
28 period.

1 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
2 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
3 California. Plaintiff does not seek to recover anything other than penalties as permitted by
4 California Labor Code Section 2699 at this time. To the extent that statutory violations are
5 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
6 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
7 declaratory relief, and injunctive relief for himself and all Aggrieved Employees as permitted by
8 the PAGA.

9 5. Defendants own/owned and operate/operated an industry, business, and
10 establishment within the State of California, including Ventura County. As such, and based upon
11 all the facts and circumstances incident to Defendants' business in California, Defendants are
12 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
13 ("IWC"), and the California Business & Professions Code.

14 6. On information and belief, Defendants, and each of them were on actual and
15 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
16 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
17 willful and deliberate.

18 7. At all relevant times, Defendants were and are legally responsible for all of the
19 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
20 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
21 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
22 the doctrine of "respondeat superior".

23 **THE PARTIES**

24 **A. Plaintiff**

25 8. Plaintiff is a resident of Ventura County, California, who worked for Defendants in
26 Ventura, California from approximately February 2019 to approximately November 2020.

27 **B. Defendants**

28 9. Plaintiff is informed and believes, and based upon that information and belief

1 alleges, that Defendants FENCE FACTORY, FENCE FACTORY dba ELECTRONIC ENTRY
2 DISTRIBUTORS, ELECTRONIC ENTRY DISTRIBUTORS were, and at all times herein
3 mentioned:

- 4 (a) Corporations qualified to do business and actually conducting business in
5 numerous counties throughout the State of California, including Ventura
6 County; and,
- 7 (b) The former employer of Plaintiff, and the current and/or former employer of
8 the Aggrieved Employees because Defendants FENCE FACTORY, FENCE
9 FACTORY dba ELECTRONIC ENTRY DISTRIBUTORS, ELECTRONIC
10 ENTRY DISTRIBUTORS suffered and permitted Plaintiff and the
11 Aggrieved Employees to work, and/or controlled their wages, hours, or
12 working conditions.

13 10. Plaintiff does not know the true names or capacities of the persons or entities sued
14 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
15 of the Doe Defendants was in some manner legally responsible for the damages suffered by
16 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
17 set forth the true names and capacities of these Defendants when they have been ascertained,
18 together with appropriate charging allegations, as may be necessary.

19 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
20 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
21 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
22 California.

23 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
24 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
25 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
26 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
27 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
28 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of

1 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
2 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
3 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
4 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
5 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
6 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

7 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 13. Plaintiff Raymond Flores worked for Defendants in Ventura, California from
9 approximately February 2019 to approximately November 2020. At all times, Defendants paid
10 Plaintiff an hourly wage and classified him as non-exempt from overtime.

11 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
12 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
13 typical and illustrative.

14 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
15 **Overtime Wages**

16 15. Under California law, an employer must pay for all hours worked by an employee.
17 "Hours worked" is the time during which an employee is subject to the control of an employer,
18 and includes all the time the employee is suffered or permitted to work, whether or not required to
19 do so.

20 16. Labor Code § 510 provides that employees in California shall not be employed more
21 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
22 compensation beyond their regular wages in amounts specified by law.

23 17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
24 be employed more than eight hours in any workday unless they receive additional compensation
25 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
26 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

27 18. Throughout the statutory period, Defendants maintained a policy and practice of not
28 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight

1 time, and overtime wages. Indeed, Defendants maintained a policy and practice of automatically
2 deducting at least thirty (30) minutes each day for meal periods, regardless of whether Defendants
3 actually provided Plaintiff and the Aggrieved Employees with a legally compliant meal period,
4 and despite the fact that Plaintiff and the Aggrieved Employees rarely received a duty-free meal
5 period lasting thirty (30) minutes. Some of this unpaid work time should have been paid at the
6 overtime rate because it occurred when Plaintiff and Aggrieved Employees worked more than eight
7 hours in a workday or forty (40) hours in a workweek. In failing to pay for all hours worked,
8 Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved
9 Employees worked.

10 19. Further, Defendants wrongfully failed to include non-discretionary bonuses,
11 commissions, incentive pay, production pay, performance pay, and/or shift differentials in the
12 calculation of Plaintiff's and the other Aggrieved Employees' regular rate of pay used to calculate
13 their overtime rate for the payment of overtime wages. Plaintiff and the other Aggrieved
14 Employees earned non-discretionary bonuses, commissions, incentive pay, production pay,
15 performance pay, and/or shift differentials and overtime wages in the same pay period where they
16 worked overtime hours. Accordingly, Defendants failed to compensate Plaintiff and the Aggrieved
17 Employees for all overtime compensation they were owed.

18 20. Defendants also regularly used a system of time rounding and/or synthetic
19 timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the
20 Aggrieved Employees properly for all the time they have actually worked, even though the realities
21 of Defendants' operations are such that it is possible, practical, and feasible to count and pay for
22 work time to the minute. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved
23 Employees less than all their work time. Some of this unpaid work also should have been paid at
24 the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate
25 records of the hours Plaintiff and the Aggrieved Employees worked.

26 **B. Failure to Provide Meal Periods**

27 21. Under California law, employers have an affirmative obligation to relieve
28 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the

1 start of sixth hour of work in a workday, and to allow employees to take their second 30-minute,
2 duty-free meal period no later than the start of the eleventh hour of work in the workday. Further,
3 employees are entitled to be paid one hour of additional wages for each workday they were not
4 provided with all required meal period(s).

5 22. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
6 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
7 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
8 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
9 hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods
10 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
11 Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring,
12 pressuring, or encouraging them to perform work tasks which could not be completed without
13 working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved
14 Employees permission to take a meal period. Defendants also never informed Plaintiff of the right
15 to, nor permitted Plaintiff to take, a second meal period when Plaintiff worked at least ten hours in
16 a workday. Accordingly, Defendants' policy and practice was not to provide meal periods to
17 Plaintiff and the Aggrieved Employees in compliance with California law.

18 23. Throughout the statutory period, Defendants also had a policy and practice of
19 automatically deducting at least thirty (30) minutes from each shift worked by Plaintiff and the
20 Aggrieved Employees even though they actually worked during this time. As discussed above,
21 Defendants did not have sufficient documentary evidence showing that Plaintiff and the Aggrieved
22 Employees actually took meal periods.

23 24. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
24 additional wages for each workday he or she was not provided with all required meal period(s).
25 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
26 wages to which they were entitled for meal periods that were not provided.

27 **C. Failure to Authorize and Permit Rest Periods**

28 25. Employers are required by California law to authorize and permit breaks of ten

1 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
2 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
3 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
4 a violation of California's rest break laws.

5 26. Throughout the statutory period, Defendants wrongfully failed to authorize and
6 permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants
7 regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
8 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
9 minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four
10 hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were
11 not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
12 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
13 could not be completed without working in lieu of taking mandatory rest periods, or by denying
14 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
15 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
16 rest periods in compliance with California law.

17 27. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
18 additional wages for each workday he or she was not authorized and permitted to take all required
19 rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
20 the additional wages to which they were entitled for rest periods and that they were not authorized
21 and permitted to take.

22 **D. Failure to Pay All Earned Wages Twice Per Month**

23 28. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
24 wages as discussed above, Defendants also violated Labor Code § 204.

25 29. Labor Code § 204 requires employers to pay employees all earned wages two times
26 per month. Throughout the statutory period, employees were entitled to be paid twice a month at
27 their regular rates, including all meal period premium wages owed, rest period premium wages
28 owed, and wages owed for overtime hours worked. However, during all such times, Defendants

1 systematically failed and refused to pay the employees all wages due, and failed to pay those wages
2 twice a month, in that employees were not paid all wages for all meal periods not provided by
3 Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all
4 wages for all hours worked. As a result, Defendants owe employees the legally required wages
5 not paid, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

6 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

7 30. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
8 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
9 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
10 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
11 keep time records showing when the employee begins and ends each work period. Meal periods
12 and total hours worked daily shall also be recorded

13 31. Defendants, however, failed to maintain accurate records of hours worked and all
14 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

15 32. Defendants' failure to provide and maintain records required by the California
16 Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
17 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
18 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
19 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
20 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
21 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
22 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
23 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
24 according to proof at trial. As a result of Defendants' knowing failure to comply with the
25 California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees
26 have also suffered an injury in that they were prevented from knowing, understanding, and
27 disputing the wage payments paid to them.

1 **F. Failure to Timely Pay All Wages at Termination**

2 33. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
3 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
4 an employee voluntarily leaves his or her employment, his or her wages shall become due and
5 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
6 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
7 to his or her wages at the time of quitting.

8 34. Throughout the statutory period, the employment of Plaintiff and many other
9 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
10 employment of others will be terminated. However, during the relevant time period, Defendants
11 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without
12 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
13 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
14 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
15 wages), missed meal period premium wages, and missed rest period premium wages.

16 35. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
17 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
18 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
19 at the same rate until paid or until an action is commenced; but the wages shall not continue for
20 more than thirty (30) days.

21 36. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
22 Defendants their additionally accruing wages for each day they were not paid pursuant to Labor
23 Code § 203.

24 **G. Failure to Furnish Accurate Itemized Wage Statements**

25 37. Labor Code § 226(a) provides that every employer shall furnish each of his or her
26 employees an accurate itemized wage statement in writing showing nine pieces of information,
27 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
28 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee may be aggregated
2 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
3 employee is paid, (7) the name of the employee and the last four digits of his or her social security
4 number or an employee identification number other than a social security number, (8) the name
5 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours worked at each hourly rate by the
7 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
8 Code § 226(e)(2)(B)(iii).)

9 38. The statute further provides: “An employee suffering injury as a result of a knowing
10 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
11 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
12 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
13 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
14 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

15 39. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
16 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
17 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
18 that were not provided in accordance with California law, and correct wages for rest periods that
19 were not authorized and permitted to take in accordance with California law).

20 40. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
21 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
22 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
23 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
24 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

25 **FIRST CAUSE OF ACTION**

26 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 27 **2004, Cal. Lab. Code § 2698 et seq.)**

28 41. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though

1 fully set forth herein.

2 42. At all times herein mentioned, Defendants were subject to the Labor Code of the
3 State of California and the applicable IWC Orders.

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

11 44. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code § 2699.3. On August 10, 2021, he gave written notice by online filing to the Labor and
13 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
14 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
15 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
16 the filing fee on August 10, 2021. Plaintiff’s PAGA case number is LWDA-CM-840955-21
17 (*Raymond Flores v. Arbee Incorporated dba Fence Factory, C&W, and Electronic Entry*
18 *Distributors*). Plaintiff also submitted to the LWDA and Defendants and amended notice to correct
19 the names of Defendants on or about July 15, 2022.

20 45. The statute of limitations is tolled while a plaintiff exhausts his administrative
21 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
22 § 2699.3(d).)

23 46. The statute of limitations is also tolled from April 6, 2020 to October 1, 2020
24 pursuant to Rule 9(a) of the Emergency Rules Related to COVID-19.

25 47. Sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA has
26 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
27 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code
28 § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.

1 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
2 226.3, 1174.5, 1197.1, and 2699(f)(2).

3 48. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
4 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
5 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
6 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

7 49. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
8 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
9 entitled to an award of reasonable attorney's fees and costs."

10 **PRAYER FOR RELIEF**

11 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
12 against Defendants, jointly and severally, as follows:

13 1. That the Court declare, adjudge and decree that Defendants violated the California
14 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
15 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
16 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
17 failing to timely pay final wages, and failing to furnish accurate wage statements;

18 2. An award of civil penalties on behalf of himself and all similarly aggrieved
19 employees pursuant to PAGA;

20 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

21 4. Attorneys' fees and costs reasonably incurred;

22 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

23 6. Such other and further relief that the Court deems proper.

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26 ///

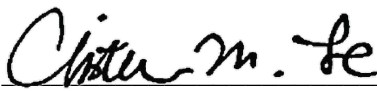
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Dated: July 29, 2022

Respectfully submitted,

WILSHIRE LAW FIRM

By: 
Justin F. Marquez, Esq.
Christina M. Le, Esq.
Arsiné Grigoryan, Esq.
Attorneys for Plaintiff Raymond Flores

Flores v. Arbee Incorporated Dba Fence Factory, et al.
56-2021-00559015-CU-OE-VTA

[illegible]

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On July 29, 2022, I served the foregoing **FIRST AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Matthew C. Sgnilek, Esq. SBN 235299
msgnilek@ohaganmeyer.com
O'HAGAN MEYER LLP
 4695 MacArthur Court, Suite 210
 Newport Beach, CA 92660
 Telephone: (949) 942-8500
 Facsimile: (949) 942-8510

Attorneys for Defendants

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on July 29, 2022, at Los Angeles, California.


Sandy S. Sespene